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Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	: Chapter 11
	: :
GBG USA Inc., <u>et al.</u> , ¹	: Case No. 21-11369 (MEW)
	: :
Debtors.	: (Jointly Administered)
-----X	
In re:	: Chapter 11
	: :
GBG Sean John LLC, ²	: Case No. 21-
	: :
Debtor.	: (Joint Administration Pending)
-----X	

**NOTICE OF DESIGNATION OF STALKING HORSE BID AND
STALKING HORSE BID PROTECTIONS (SEAN JOHN ASSETS)**

PLEASE TAKE NOTICE THAT:

On August 31, 2021, the Court entered the *Order (A) Authorizing and Approving Bid Procedures in Connection With Sale of Substantially All of the Debtors' Assets, (B) Authorizing and Approving Bid Protections, (C) Scheduling Related Auction and Hearing to Consider Approval of the Sale, (D) Approving Procedures Related to Assumption and Assignment of Executory Contracts and Unexpired Leases, (E) Approving Form and Manner of Notice Thereof,*

¹ The Initial Debtors in these chapter 11 cases and the last four digits of each Initial Debtor's federal taxpayer identification number are as follows: GBG USA Inc. (2467), Jimlar Corporation (8380), GBG North America Holdings Co., Inc. (5576), Homestead International Group Ltd. (0549), IDS USA Inc. (7194), MESH LLC (8424), Frye Retail, LLC (1352), Krasnow Enterprises, Inc. (0122), Krasnow Enterprises Ltd. (0001), Pacific Alliance USA, Inc. (0435), and GBG Spyder USA LLC (9108). The Initial Debtors' mailing address is located at GBG USA Inc., P.O. Box 4965 Greensboro, NC 27404.

² The last four digits of GBG Sean John LLC's federal taxpayer identification number is 1287 and its mailing address is located at GBG USA Inc., P.O. Box 4965 Greensboro, NC 27404.

and (F) *Granting Related Relief* [Docket No. 141] (the “**Bidding Procedures Order**”),³ in connection with the sale of the Debtors’ assets, which authorized the Debtors to, among other things, (i) designate one or more Stalking Horse Bidders for the Debtors’ assets, (ii) enter into Stalking Horse Agreements with Stalking Horse Bidders, and (iii) offer Stalking Horse Bid Protections, in each case where the Debtors determine, in the exercise of their reasonable business judgment, that setting a floor price for the relevant assets at auction is in the best interests of their estates and creditors.

Stalking Horse Bid

The Debtors have accepted a stalking horse bid for assets related to their Sean John brand (the “**Stalking Horse Bid**”) submitted by SLC Fashion LLC as (Purchaser) (the “**Purchaser**” or “**Stalking Horse Bidder**”) and CeOpCo, LLC (as Guarantor). Specifically, GBG Sean John LLC and Pacific Alliance USA Inc. (collectively, the “**Sellers**”) and the Stalking Horse Bidder have executed that certain *Asset Purchase Agreement* (the “**Stalking Horse Agreement**”), dated as of December 1, 2021, for the purchase of certain of the Debtors’ Sean John assets. The material terms of the Stalking Horse Bid are identified in the summary attached hereto as **Exhibit A**. A copy of the Stalking Horse Agreement is attached hereto as **Exhibit B**. The Stalking Horse Bid is subject to higher or better offers to the extent such offers are determined by the Debtors to constitute Qualified Bids in accordance with the Bidding Procedures Order. The Purchase Price payable to the Debtors under the Stalking Horse Agreement is \$3.3 million plus certain assumed liabilities.

Bid Protections

In accordance with the Bidding Procedures Order, the Debtors have agreed to provide the Stalking Horse Bidder with certain protections as set forth in Section 5.1 of the Stalking Horse Agreement. The Stalking Horse Bid Protections for the Stalking Horse Bidder include:

- Reimbursement up to \$33,000 of the actual, reasonable, and documented out-of-pocket fees and expenses incurred by the Purchaser (the “**Expense Reimbursement**”), which represents 1.0% of the cash portion of the Purchase Price; plus
- A fee of \$99,000 less the amount of any Expense Reimbursement (the “**Break-Up Fee**”, and together with the Expense Reimbursement, the “**Bid Protections**”), which represents 3.0% of the cash portion of the Purchase Price.

The payment of any Bid Protections shall be made out of the proceeds of, and only upon consummation of, an Alternative Transaction. The obligations of the Sellers to pay the Bid

³ Capitalized terms used but not defined herein shall have the respective meanings given to them in the Bidding Procedures Order and the Bidding Procedures approved therein or the Stalking Horse Agreement (as defined herein), as applicable. Any summary of the Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Agreement contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

Protections are subject to approval by the Bankruptcy Court and shall survive the termination of this Agreement in accordance with Section 8.2 of the Stalking Horse Agreement.

Because the Consultation Parties and the U.S. Trustee have already consented to the Bid Protections, in accordance with the Bid Procedures Order the Bid Protections shall be deemed approved without further action or order by the Court.

Important Dates and Deadlines

- **Bid Deadline.** The deadline to submit higher or better bids on the Debtors' Sean John assets and deliver electronic copies of such bid in accordance with the Bidding Procedures is **December 15, 2021 at 5:00 p.m. (prevailing Eastern Time).**
- **Auction.** The Auction, if necessary, for the Debtors' Sean John assets will take place on **December 17, 2021 at 10:00 a.m. (prevailing Eastern Time)** and will be conducted virtually via Zoom. The Debtors have the right, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, to adjourn or cancel the Auction.
- **Sale Objection Deadline.** Objections to the sale of the Debtors' Sean John assets must be filed with the Court in accordance with the Bidding Procedures Order by no later than **December 20, 2021 at 4:00 p.m. (prevailing Eastern Time).**
- **Sale Hearing.** The Sale Hearing is scheduled for [], 2021⁴ at [] [] .m. (prevailing Eastern Time) before the Honorable Michael E. Wiles, United States Bankruptcy Court, Southern District of New York, via Court Solutions LLC at www.court-solutions.com. Instructions to register for Court Solutions LLC are attached to General Order M-543.

Additional Information

Parties interested in purchasing any of the Debtors' assets, including the Sean John assets, should contact the Debtors' investment bankers, Ducera Partners LLC (Attn: Agnes Tang (atang@ducerapartners.com), David Skatoff (dskatoff@ducerapartners.com) and Jonathan Cremeans (jcremeans@ducerapartners.com)).

Copies of the Bidding Procedures Order, the Stalking Horse Agreement and other Court documents may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, Prime Clerk, LLC, by phone at (877) 635-8928 (U.S./Canada) or (929) 203-3305 (International), or at <https://cases.primeclerk.com/gbg>.

⁴ [Subject to Court availability].

Dated: December 1, 2021
New York, New York

/s/ Andrew S. Mordkoff

Rachel C. Strickland

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Counsel for the Debtors and Debtors in Possession

Exhibit A

Material Terms of the Stalking Horse Bid

Material Terms of the Stalking Horse Bid

The following chart contains a summary of certain material terms of the Stalking Horse Agreement, together with references to the applicable sections of the Stalking Horse Agreement. The summary set forth below does not contain all of the terms of the Stalking Horse Agreement and should not be used or relied upon as a substitute for the full terms and conditions set forth in the Stalking Horse Agreement. The summary of the Stalking Horse Agreement contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

SUMMARY OF MATERIAL TERMS OF THE STALKING HORSE BID⁵	
Sellers	GBG Sean John LLC and Pacific Alliance USA Inc.
Buyer	SLC Fashion LLC, a Delaware limited liability company as (Purchaser) and CeOpCo, LLC, a Delaware limited liability company (as Guarantor)
Acquired Assets (Section 1.1)	<p>All of the properties, rights, interests and other assets of (i) SJ LLC and (ii) Pacific Alliance solely to the extent primarily related to the Acquired Business or the Company, in each case of the foregoing clauses (i) and (ii), whether tangible or intangible, real, personal or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, and including the following assets of the Sellers, but excluding in all cases, and notwithstanding anything to the contrary in this <u>Section Error! Reference source not found.</u> or otherwise, the Excluded Assets:</p> <p style="padding-left: 40px;">(a) the Contracts listed on Schedule 1.1(a) (the “Assigned Contracts”);</p> <p style="padding-left: 40px;">(b) all Documents (including all originals and copies of such Documents under Sellers’ possession or control);</p> <p style="padding-left: 40px;">(c) all machinery, fixtures, fixed assets, furniture, equipment, materials, parts, supplies, tools, servers, appliances, spare parts and other tangible property of every kind and description (other than Inventory) (the “Tangible Personal Property”);</p>

¹ Capitalized terms used in this section but not defined therein shall have the respective meanings ascribed to such terms in the Stalking Horse Agreement. Article and Section references in this summary are to Articles and Sections of the Stalking Horse Agreement unless otherwise provided.

(d) all of the rights, interests and benefits accruing under all permits and all pending applications therefor, to the extent transferable under applicable Law ("Assigned Permits");

(e) all Intellectual Property (including (i) the SEAN JOHN, ENYCE, VOTE OR DIE and the other trademarks and trade names listed on Schedule 1.1(e)), service marks, trade names, brand names, logos, trade dress, together with the goodwill connected with the use of such trademarks and (ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Body, web addresses, web pages, websites and related content, accounts with LinkedIn, Twitter, Facebook and other social media companies (to the extent that such accounts are transferable pursuant to the terms, conditions, and policies of each applicable social media platform) and the content found thereon and related thereto and URLs), including all claims, demands, income, damages, royalties, payments, accounts, and accounts receivable now or hereafter due and payable, and rights to causes of action and remedies, arising from any such Intellectual Property, including all proceeds from infringement suits, the right to sue and prosecute for past, present, and future infringement, misappropriation, or other violation of rights related to any such Intellectual Property, and all Documentation or other tangible embodiments of Sellers that comprise, embody, disclose or describe such Intellectual Property, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware, and files related to the prosecution or enforcement of any such Intellectual Property, including such patent, trademark or copyright prosecution or enforcement files in the custody of the Sellers' outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities (collectively, "Transferred Intellectual Property");

(f) all customer data and information;

(g) all rights of publicity and similar rights, including all marketing assets, including upcoming campaign material, current point-of-purchase material and historical digital assets;

(h) insurance proceeds and awards received by Sellers from and after the Closing, if any, with respect to any of the Acquired Assets which are not in respect of any Retained Liabilities or the Retained Business;

	<p>(i) all goodwill, including the right to represent to third parties that Purchaser is the successor to the Acquired Business;</p> <p>(j) solely to the extent arising from or related to (i) all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons under the Assigned Contracts or (ii) facts and circumstances that occurred from and after the Closing, all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons;</p> <p>(k) all information technology assets, including software and hardware exclusively related to the Acquired Business or the ownership or operation of the Acquired Assets or the Acquired Business;</p> <p>(l) all five-digit UPC codes and customer service phone numbers exclusively related to the Acquired Business;</p> <p>(m) all accounts receivable for revenue generated from and after the Closing; and</p> <p>(n) all inventory wherever located (including finished goods, inventory in transit, supplies, raw materials, work in progress, spare, replacement and component parts) (collectively, the “Inventory”).</p>
Purchase Price; <i>(Section 2.1)</i>	The aggregate consideration (the “ <u>Purchase Price</u> ”) to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$3,300,000 (the “ <u>Cash Payment</u> ”).
Assumption of Liabilities <i>(Section 1.3)</i>	<p>On the terms and subject to the conditions set forth in the Stalking Horse Agreement, the Bidding Procedures Order and the Sale Order, effective as of the Closing, Purchaser shall irrevocably assume from Sellers (and from and after the Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms (or on such other terms as are agreed as between Purchaser and the Person to which such Liabilities are owed)), and Sellers shall irrevocably convey, transfer and assign to Purchaser the following Liabilities, in each case except to the extent constituting Excluded Liabilities (collectively, the “<u>Assumed Liabilities</u>”):</p> <p>(a) all Liabilities and obligations under the Assigned Contracts arising from and after the Closing;</p>

	<p>(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the “Cure Costs”);</p> <p>(c) all Liabilities (including all Assumed Taxes (including personal property Taxes) and Transfer Taxes, in each case determined in accordance with ARTICLE IX), arising out of the conduct of the Acquired Business or the ownership of the Acquired Assets, in each case, from and after the Closing Date; and</p> <p>(d) all accounts payable of the Acquired Business incurred after the Closing in the ordinary course of business that are entitled to priority status under Section 503(b) of the Bankruptcy Code (it being understood that such amounts shall not include any fees or expenses due to professional persons retained by Sellers or any other party involved in the Bankruptcy Case, including any creditors’ committee).</p>
<p>Excluded Assets (Section 1.2)</p>	<p>Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers sell, transfer, assign, convey or deliver, or be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain, all right, title and interest to, in and under the following assets, properties, privileges, interests and rights of each such Seller (collectively, the “<u>Excluded Assets</u>”):</p> <p>(a) all cash (or cash-equivalent) receipts for revenue generated prior to the Closing in connection with goods or services delivered prior to the Closing;</p> <p>(b) all accounts receivable for revenue generated prior to the Closing in connection with goods or services delivered prior to the Closing;</p> <p>(c) any Contracts which are not listed on Schedule 1.1(a);</p> <p>(d) any leased real property and any leasehold improvements and any permanent fixtures, improvements or appurtenances thereto;</p> <p>(e) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities, or (ii) that any Seller is (x) required by Law to retain or (y) is prohibited by Law from providing a copy thereof to Purchaser (provided that with respect to clause (ii)(x), to</p>

the extent not prohibited by Law, Purchaser shall have the right to review and receive and make copies of any such Documents);

(f) all shares of capital stock or other equity interests of the Company (except to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Units of the Company owned by the Class B Members and any rights of such Class B Members under the Company Operating Agreement)) and the other Sellers or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(g) (i) any preference or avoidance claims or actions arising under the Bankruptcy Code, (ii) any other rights, claims, actions, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, (iii) all claims or actions that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities and (iv) any claims against any Seller or Affiliate thereof or any director, officer or agent of any Seller;

(h) all director and officer insurance policies ("D&O Insurance Policies"), employment practices liability insurance policies ("EPLI Insurance Policies"), errors and omissions insurance policies ("E&O Insurance Policies") and any other similar insurance policies providing coverage to Sellers' directors and officers (collectively with the D&O Insurance Policies, EPLI Insurance Policies, E&O Insurance Policies, the "D&O Related Insurance Policies"), and all rights and benefits of any Sellers of any nature with respect to the D&O Related Insurance Policies, including all insurance recoveries or proceeds thereunder and rights to assert claims or actions with respect to any such insurance recoveries or proceeds;

(i) financial accounting books and records, corporate charter, minute and stock record books, Tax Returns and other Tax records, corporate seal, checkbooks and canceled checks of the Company (except to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Members and any rights of such Class B Members under the Company Operating Agreement));

(j) Sellers' rights under this Agreement, including the Purchase Price hereunder, or any Transaction Document, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

	<p>(k) (i) all attorney-client work product and other legal privilege of each Seller, (ii) all records and reports prepared or received by Sellers or any of their Affiliates in connection with the sale of the Acquired Assets or any portion thereof, the Bankruptcy Case and the transactions contemplated hereby (copies of which Sellers shall, from and after the Closing, provide to Purchaser upon reasonable written request), and (iii) all confidentiality agreements with prospective purchasers of the Acquired Assets or any portion thereof, and all bids and expressions of interest received from third parties with respect thereto;</p> <p>(l) any Tax refunds, Tax abatements, Tax assets or other Tax recoveries receivable by any Seller or any of their Affiliates (together with any interest due thereon or penalty rebate arising therefrom) and all other Tax assets in each case arising from or attributable to the Acquired Assets or Assumed Liabilities in a Pre-Closing Tax Period;</p> <p>(m) all Seller Plans and all right, title and interest in any assets thereof or relating thereto;</p> <p>(n) all security, vendor, utility, and other similar deposits, prepaid expenses, advances, advance payments, prepayments, deferred charges or rebates in favor of the Sellers;</p> <p>(o) solely to the extent arising from or related to facts and circumstances that occurred prior to the Closing (except those arising from or related to the Assigned Contracts), all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons; and</p> <p>(p) all assets of Pacific Alliance that are not primarily related to the Acquired Business or the Company.</p>
<p>Excluded Liabilities (Section 1.4)</p>	<p>Notwithstanding the foregoing and for the avoidance of doubt, (a) other than (i) the Assumed Liabilities and (ii) to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Members), Purchaser shall not assume or be liable for any Liabilities of any Seller or any of their respective Affiliates, whether or not related to the Acquired Business or the Acquired Assets, and Seller shall retain and be responsible for all other Liabilities of Seller and their respective Affiliates of all kinds, of any Retained Business or other business by Sellers or any of their Affiliates at any time and (b) Assumed Liabilities shall not include any Liability primarily relating to or primarily arising out of the Retained Business (all such Liabilities that Purchaser is not assuming being referred to collectively herein as the</p>

“Excluded Liabilities”). Without limiting the foregoing, the Excluded Liabilities shall include:

(a) any Liability for Taxes (A) of a Seller or any of its Affiliates or any member or equity owner of such Seller or Affiliate or (B) relating to the Acquired Assets or the Assumed Liabilities for any taxable period (or portion thereof) ending on or before the Closing Date;

(b) all professional fees and expenses for advisers of a Seller or its Affiliates, including advisers retained pursuant to an order of the Bankruptcy Court;

(c) any Liability of a Seller, any of its Affiliates or any of its or their respective directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the other Transaction Documents, whether incurred prior to, at, or subsequent to, the Closing, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any representatives of any of them;

(d) other than as specifically set forth herein, any Liability relating to, occurring or existing in connection with, or arising out of, the ownership or operation of the Acquired Business or Acquired Assets prior to the Closing (including any lawsuits outstanding as of the Closing where any of the Acquired Assets are subject or where a Seller is a defendant);

(e) except as otherwise expressly set forth in the Transition Services Agreement, if any, any Liability with respect to any GBG Business Employee, GBG Business Contractor, other employee or any other Person at any time employed or retained by or otherwise providing services to a Seller or any of its Affiliates, including any Liability relating to or arising out of the employment or service relationship or termination of the employment or service relationship of any such Person and any compensation or benefits of any such Person;

(f) all Liability related to or arising under the Seller Plans;

(g) any Liability relating to or arising out of the ownership, possession, use, operation or sale or other disposition of any Excluded Asset;

(h) all accounts payable owed by Sellers in connection with goods or services received prior to the Closing; and

	<p>(i) all open purchase orders, including the orders described on Schedule 1.4(i).</p>
<p>Assumption and Assignment of Contracts <i>(Schedule 1.1(a))</i></p>	<p>The Contracts listed on Schedule 1.1(a) of the Stalking Horse Agreement.</p>
<p>Closing Conditions <i>(Article VII)</i></p>	<p><u>Seller and Purchaser Closing Conditions.</u> The respective obligations of each Party to this Agreement to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by each Seller and Purchaser, each in their sole discretion) on or prior to the Closing Date, of each of the following conditions:</p> <p class="list-item-l1">(a) no court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;</p> <p class="list-item-l1">(b) Purchaser shall be the successful bidder at the auction in accordance with the Bidding Procedures Order; and</p> <p class="list-item-l1">(c) the Bankruptcy Court shall have entered the Sale Order and such Order shall be a Final Order.</p> <p><u>Purchaser Closing Conditions.</u> The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:</p> <p class="list-item-l1">(a) the representations and warranties made by Sellers in <u>Error! Reference source not found.</u> shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Effect” and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified other date need to be true and correct only as of such other date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that the representations set forth in <u>Sections 3.1, 3.2</u> and 3.3(a)(i) will be true and correct in all respects;</p>

(b) Sellers shall have performed in all material respects the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing; and

(c) Sellers shall have delivered all items and satisfied all obligations pursuant to Section 2.4.

Seller Closing Conditions. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in **Error! Reference source not found.** shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby; provided that the representations set forth in Sections 4.1, 4.2 and 4.3(a)(i) will be true and correct in all respects;

(b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) Purchaser shall have delivered all items and satisfied all obligations pursuant to Section 2.5.

(d) Purchaser shall have paid all Cure Costs for all Assigned Contracts for which Cure Costs have been consensually agreed with the Contract counterparty or fixed by an order of the Bankruptcy Court as of the Closing Date; and

(e) The Class B Member Written Consent shall remain in full force and effect as of the Closing Date.

Termination
(Section 8.1)

This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Sellers and the Purchaser;

(b) by written notice of either Purchaser or the Sellers, upon the issuance by any Governmental Body of an Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;

(c) by written notice of either Purchaser or the Sellers, if the Closing shall not have occurred on or before December 31, 2021 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;

(d) by written notice of either Purchaser or the Sellers, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Bankruptcy Case;

(e) by written notice from the Sellers to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then the Sellers may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) Business Days after the Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to the Sellers at any time that any Seller is in material breach of any covenant, representation or warranty hereunder;

(f) by written notice from Purchaser to the Sellers, upon a breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b)

would not be satisfied; provided that (i) if such breach is curable by such Seller then Purchaser may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) Business Days after Purchaser notifies the Sellers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of any covenant, representation or warranty hereunder;

(g) by written notice from the Sellers to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(h) by written notice from the Sellers to Purchaser, if any Seller or the board of directors, board of managers, or similar governing body of any Seller determines in good faith, on advice in the opinion of outside legal counsel, that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would violate applicable Law or its or breach such Person's or body's fiduciary obligations under applicable Law;

(i) by written notice of either Purchaser or the Sellers, if (i) any Seller enters into (or provides written notice to Purchaser of its intent to enter into) one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(j) by written notice from Purchaser to the Sellers, if Purchaser is not the Successful Bidder or the Backup Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(j) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(j), the obligations of Purchaser to consummate the transactions contemplated by this Agreement and any Transaction Document shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(j)); or

	<p>(k) by written notice of either Purchaser or Sellers if the Bankruptcy Court shall have stated unconditionally that it will not enter the Sale Order approving the sale to the Purchaser.</p>
<p>Break-Up Fee; Expense Reimbursement <i>(Section 5.1(a)).</i></p>	<p>If this Agreement is terminated pursuant to (i) <u>Section 8.1</u> (other than (A) <u>Section 8.1(a)</u>, <u>8.1(e)</u> or <u>8.1(g)</u> or (B) by Purchaser pursuant to <u>Section 8.1(b)</u>, <u>8.1(c)</u> or <u>8.1(d)</u>, in each case of this clause (B), in circumstances where the Sellers would be entitled to terminate this Agreement pursuant to <u>Section 8.1(e)</u> or <u>8.1(g)</u>), Purchaser shall be entitled to the reimbursement of, and the Sellers shall promptly reimburse Purchaser in immediately available funds for, the actual, reasonable and documented out-of-pocket fees and expenses incurred by Purchaser (including reasonable and documented professional's fees and expenses) and its Advisors in connection with the diligence, preparation, execution and negotiation of this Agreement, in the maximum amount of 1% (the "Expense Reimbursement"), and (ii) <u>Section 8.1(h)</u>, <u>8.1(i)</u> or <u>8.1(j)</u>, Purchaser shall be entitled to the payment of a break-up fee in an amount equal to 3% of the Cash Payment less the amount of any Expense Reimbursement payable pursuant to the foregoing clause (i) (the "Break-Up Fee", and together with the Expense Reimbursement, the "Bid Protections"); provided that payment of any Bid Protections shall be made out of the proceeds of, and only upon consummation of, an Alternative Transaction. Purchaser's entitlement to the Bid Protections shall not be relinquished or forfeited by Purchaser's participation in any Auction required by the Bidding Procedures Order.</p>

Exhibit B

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

DATED AS OF DECEMBER 1, 2021

BY AND AMONG

SLC FASHION, LLC, AS THE PURCHASER,

CEOPCO, LLC, AS THE GUARANTOR

GBG SEAN JOHN LLC AND PACIFIC ALLIANCE USA INC., AS THE SELLERS

This is a draft agreement only, and delivery or discussion of this draft agreement is not, and will not be deemed or construed to be, an offer or commitment with respect to the proposed transaction to which this draft agreement relates. Notwithstanding the delivery of this draft agreement or any other past, present or future written or oral indications of assent, or indications of the result of negotiations or agreements, no party to the proposed transaction (and no person or entity related to any such party) will be under any legal obligation whatsoever unless and until the definitive agreement providing for the transaction has been executed and delivered by all parties thereto.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of December 1, 2021, by and among SLC FASHION, LLC, a Delaware limited liability company (“Purchaser”), CEOPCO, LLC, a Delaware limited liability company (“Guarantor”), GBG SEAN JOHN LLC, a Delaware limited liability company (the “Company” or “SJ LLC”) and PACIFIC ALLIANCE USA, INC., a Delaware corporation (“Pacific Alliance”, and together with SJ LLC, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein or in Article XI.

RECITALS

WHEREAS, Pacific Alliance, together with certain of its affiliates including GBG USA Inc. a Delaware corporation (collectively, the “Initial Debtors”) filed voluntary petitions for relief on July 29, 2021 under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered for procedural purposes only (collectively, the “Bankruptcy Case”);

WHEREAS, SJ LLC (collectively with the Initial Debtors, the “Debtors”) shall, as promptly as practicable after the execution hereof, commence a voluntary bankruptcy case under Chapter 11 of the Bankruptcy Code as an additional Debtor in the Bankruptcy Case (the “SJ LLC Bankruptcy Filing”);

WHEREAS, concurrently with the execution of this Agreement (and contingent thereupon), the Class B Members (as defined herein) are executing and delivering that certain written consent with respect to the SJ LLC Bankruptcy Filing (the “Class B Member Written Consent”);

WHEREAS, Sellers intend to continue managing their properties and operating their businesses as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign and transfer to Purchaser all rights, title and interests in and to the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement, the Bidding Procedures Order and the Sale Order; and

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Sale Order approving such sale, free and clear of all Encumbrances and any successor liability (other than Permitted Encumbrances), pursuant to Sections 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which Order will include the authorization for the assumption by the applicable Seller and assignment by the applicable Seller to Purchaser of the Assigned Contracts and the Liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject

to the terms and conditions set forth in this Agreement, the Bidding Procedures Order and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the “Bankruptcy Rules”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound, Purchaser, Guarantor and Sellers hereby agree as follows.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets

Pursuant to Sections 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth herein and in the Bidding Procedures Order and Sale Order, at the Closing, Sellers shall, to the extent permitted by applicable Law, sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Sellers, all of the Acquired Assets, free and clear of all Encumbrances and any successor liability (other than Permitted Encumbrances). “Acquired Assets” means all of the properties, rights, interests and other assets of (i) SJ LLC and (ii) Pacific Alliance solely to the extent primarily related to the Acquired Business or the Company, in each case of the foregoing clauses (i) and (ii), whether tangible or intangible, real, personal or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, and including the following assets of the Sellers, but excluding in all cases, and notwithstanding anything to the contrary in this Section 1.1 or otherwise, the Excluded Assets:

- (a) the Contracts listed on Schedule 1.1(a) (the “Assigned Contracts”);
- (b) all Documents (including all originals and copies of such Documents under Sellers’ possession or control);
- (c) all machinery, fixtures, fixed assets, furniture, equipment, materials, parts, supplies, tools, servers, appliances, spare parts and other tangible property of every kind and description (other than Inventory) (the “Tangible Personal Property”);
- (d) all of the rights, interests and benefits accruing under all permits and all pending applications therefor, to the extent transferable under applicable Law (“Assigned Permits”);
- (e) all Intellectual Property (including (i) the SEAN JOHN, ENYCE, VOTE OR DIE and the other trademarks and trade names listed on Schedule 1.1(e)), service marks, trade names, brand names, logos, trade dress, together with the goodwill connected with the use of such trademarks and (ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Body, web addresses, web pages, websites and related content, accounts with LinkedIn, Twitter, Facebook and other social media

companies (to the extent that such accounts are transferable pursuant to the terms, conditions, and policies of each applicable social media platform) and the content found thereon and related thereto and URLs), including all past, present and future claims, counterclaims, demands, income, damages, royalties, payments, accounts, and accounts receivable now or hereafter due and payable, and rights to causes of action and remedies, arising from any such Intellectual Property, including all proceeds from infringement suits, the right to sue and prosecute for past, present, and future infringement, misappropriation, or other violation of rights related to any such Intellectual Property, and all Documentation or other tangible embodiments of Sellers that comprise, embody, disclose or describe such Intellectual Property, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware, and files related to the prosecution or enforcement of any such Intellectual Property, including such patent, trademark or copyright prosecution or enforcement files in the custody of the Sellers' outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities (collectively, "Transferred Intellectual Property");

(f) all customer data and information;

(g) all rights of publicity and similar rights, including all marketing assets, including upcoming campaign material, current point-of-purchase material and historical digital assets;

(h) insurance proceeds and awards received by Sellers from and after the Closing, if any, with respect to any of the Acquired Assets which are not in respect of any Retained Liabilities or the Retained Business;

(i) all goodwill, including the right to represent to third parties that Purchaser is the successor to the Acquired Business;

(j) solely to the extent arising from or related to (i) all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons under the Assigned Contracts or (ii) facts and circumstances that occurred from and after the Closing, all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons;

(k) all information technology assets, including software and hardware exclusively related to the Acquired Business or the ownership or operation of the Acquired Assets or the Acquired Business;

(l) all five-digit UPC codes and customer service phone numbers exclusively related to the Acquired Business;

(m) all accounts receivable for revenue generated from and after the Closing;
and

(n) all inventory wherever located (including finished goods, inventory in transit, supplies, raw materials, work in progress, spare, replacement and component parts) (collectively, the "Inventory").

1.2 Excluded Assets

Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers sell, transfer, assign, convey or deliver, or be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain, all right, title and interest to, in and under the following assets, properties, privileges, interests and rights of each such Seller (collectively, the “Excluded Assets”):

(a) all cash (or cash-equivalent) receipts for revenue generated prior to the Closing in connection with goods or services delivered prior to the Closing;

(b) all accounts receivable for revenue generated prior to the Closing in connection with goods or services delivered prior to the Closing;

(c) any Contracts which are not listed on Schedule 1.1(a);

(d) any leased real property and any leasehold improvements and any permanent fixtures, improvements or appurtenances thereto;

(e) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities, or (ii) that any Seller is (x) required by Law to retain or (y) is prohibited by Law from providing a copy thereof to Purchaser (provided that with respect to clause (ii)(x), to the extent not prohibited by Law, Purchaser shall have the right to review and receive and make copies of any such Documents);

(f) all shares of capital stock or other equity interests of the Company (except to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Units of the Company owned by the Class B Members and any rights of such Class B Members under the Company Operating Agreement)) and the other Sellers or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(g) (i) any preference or avoidance claims or actions arising under the Bankruptcy Code, (ii) any other rights, claims, actions, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, (iii) all claims or actions that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities and (iv) any claims against any Seller or Affiliate thereof or any director, officer or agent of any Seller;

(h) all director and officer insurance policies (“D&O Insurance Policies”), employment practices liability insurance policies (“EPLI Insurance Policies”), errors and omissions insurance policies (“E&O Insurance Policies”) and any other similar insurance policies providing coverage to Sellers’ directors and officers (collectively with the D&O Insurance Policies, EPLI Insurance Policies, E&O Insurance Policies, the “D&O Related Insurance Policies”), and all rights and benefits of any Sellers of any nature with respect to the D&O Related Insurance Policies, including all insurance recoveries or proceeds thereunder and rights to assert claims or actions with respect to any such insurance recoveries or proceeds;

(i) financial accounting books and records, corporate charter, minute and stock record books, Tax Returns and other Tax records, corporate seal, checkbooks and canceled checks of the Company (except to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Members and any rights of such Class B Members under the Company Operating Agreement));

(j) Sellers' rights under this Agreement, including the Purchase Price hereunder, or any Transaction Document, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

(k) (i) all attorney-client work product and other legal privilege of each Seller, (ii) all records and reports prepared or received by Sellers or any of their Affiliates in connection with the sale of the Acquired Assets or any portion thereof, the Bankruptcy Case and the transactions contemplated hereby (copies of which Sellers shall, from and after the Closing, provide to Purchaser upon reasonable written request), and (iii) all confidentiality agreements with prospective purchasers of the Acquired Assets or any portion thereof, and all bids and expressions of interest received from third parties with respect thereto;

(l) any Tax refunds, Tax abatements, Tax assets or other Tax recoveries receivable by any Seller or any of their Affiliates (together with any interest due thereon or penalty rebate arising therefrom) and all other Tax assets in each case arising from or attributable to the Acquired Assets or Assumed Liabilities in a Pre-Closing Tax Period;

(m) all Seller Plans and all right, title and interest in any assets thereof or relating thereto;

(n) all security, vendor, utility, and other similar deposits, prepaid expenses, advances, advance payments, prepayments, deferred charges or rebates in favor of the Sellers;

(o) solely to the extent arising from or related to facts and circumstances that occurred prior to the Closing (except those arising from or related to the Assigned Contracts), all claims, causes of action and other legal rights and remedies of any nature, by counterclaim or otherwise, against other Persons; and

(p) all assets of Pacific Alliance that are not primarily related to the Acquired Business or the Company.

1.3 Assumption of Liabilities

On the terms and subject to the conditions set forth in this Agreement, the Bidding Procedures Order and the Sale Order, effective as of the Closing, Purchaser shall irrevocably assume from Sellers (and from and after the Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms (or on such other terms as are agreed as between Purchaser and the Person to which such Liabilities are owed)), and Sellers shall irrevocably convey, transfer and assign to Purchaser the following Liabilities, in each case except to the extent constituting Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations under the Assigned Contracts arising from and after the Closing;

(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the “Cure Costs”);

(c) all Liabilities (including all Assumed Taxes (including personal property Taxes) and Transfer Taxes, in each case determined in accordance with ARTICLE IX), arising out of the conduct of the Acquired Business or the ownership of the Acquired Assets, in each case, from and after the Closing Date; and

(d) all accounts payable of the Acquired Business incurred after the Closing in the ordinary course of business that are entitled to priority status under Section 503(b) of the Bankruptcy Code (it being understood that such amounts shall not include any fees or expenses due to professional persons retained by Sellers or any other party involved in the Bankruptcy Case, including any creditors’ committee).

1.4 Excluded Liabilities

Notwithstanding the foregoing and for the avoidance of doubt, (a) other than (i) the Assumed Liabilities and (ii) to the extent already owned by the Purchaser or any member of the Purchaser Group prior to the date hereof (including the Class B Members), Purchaser shall not assume or be liable for any Liabilities of any Seller or any of their respective Affiliates, whether or not related to the Acquired Business or the Acquired Assets, and Seller shall retain and be responsible for all other Liabilities of Seller and their respective Affiliates of all kinds, of any Retained Business or other business by Sellers or any of their Affiliates at any time and (b) Assumed Liabilities shall not include any Liability primarily relating to or primarily arising out of the Retained Business (all such Liabilities that Purchaser is not assuming being referred to collectively herein as the “Excluded Liabilities”). Without limiting the foregoing, the Excluded Liabilities shall include:

(a) any Liability for Taxes (A) of a Seller or any of its Affiliates or any member or equity owner of such Seller or Affiliate or (B) relating to the Acquired Assets or the Assumed Liabilities for any taxable period (or portion thereof) ending on or before the Closing Date;

(b) all professional fees and expenses for advisers of a Seller or its Affiliates, including advisers retained pursuant to an order of the Bankruptcy Court;

(c) any Liability of a Seller, any of its Affiliates or any of its or their respective directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the other Transaction Documents, whether incurred prior to, at, or subsequent to, the Closing, including all finder’s or broker’s fees and expenses and any and all fees and expenses of any representatives of any of them;

(d) other than as specifically set forth herein, any Liability relating to, occurring or existing in connection with, or arising out of, the ownership or operation of the Acquired

Business or Acquired Assets prior to the Closing (including any lawsuits outstanding as of the Closing where any of the Acquired Assets are subject or where a Seller is a defendant);

(e) except as otherwise expressly set forth in the Transition Services Agreement, if any, any Liability with respect to any GBG Business Employee, GBG Business Contractor, other employee or any other Person at any time employed or retained by or otherwise providing services to a Seller or any of its Affiliates, including any Liability relating to or arising out of the employment or service relationship or termination of the employment or service relationship of any such Person and any compensation or benefits of any such Person;

(f) all Liability related to or arising under the Seller Plans;

(g) any Liability relating to or arising out of the ownership, possession, use, operation or sale or other disposition of any Excluded Asset;

(h) all accounts payable owed by Sellers in connection with goods or services received prior to the Closing; and

(i) all open purchase orders, including the orders described on Schedule 1.4(i).

1.5 Assumption/Rejection of Certain Contracts

(a) Assumption and Assignment of Executory Contracts. Sellers shall use commercially reasonable efforts to take all actions required to assign the Assigned Contracts to Purchaser (subject to payment by Purchaser of the Closing Cure Costs Amount and provision by Purchaser of adequate assurance of future performance as may be required under Section 365 of the Bankruptcy Code), including but not limited to all commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents and Governmental Authorizations necessary to assume and assign such Assigned Contracts and Assigned Permits to Purchaser. Sellers shall use commercially reasonable efforts to facilitate any negotiations with the counterparties to such Assigned Contracts and all Assigned Permits, including, at the reasonable request of the Purchaser, to enter into amendments to any Assigned Contracts to the extent such amendments are required by the applicable counterparty for Purchaser's assumption of such Assigned Contract, and to obtain an Order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Assigned Contracts to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code. Sellers shall have no obligation to Purchaser to provide adequate assurance of future performance under any Assigned Contract in connection with the assignment and assumption thereof by Sellers. Notwithstanding anything contained herein to the contrary, Purchaser agrees that no Seller shall be required to pay any fee to obtain any Consent to assign the Assigned Contracts or Assigned Permits or make any commercial concession that negatively impacts any Seller, the Excluded Assets or the Retained Business. At the Closing, Sellers shall, pursuant to the Bidding Procedures Order, Sale Order and any Assignment and Assumption Agreement(s), assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code subject to provision by Purchaser of adequate assurance of future performance as may be required under Section 365 of the Bankruptcy Code and payment by Purchaser of the Closing Cure Costs Amount in respect of Assigned

Contracts pursuant to and in accordance with Section 365 of the Bankruptcy Code, the Bidding Procedures Order and the Sale Order. At the Closing, Purchaser shall assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

(b) Deemed Consents. As part of the Sale Order, the Sellers shall request that by virtue of a Seller providing fourteen (14) days' notice of its intent to assume and assign any Contract, the Bankruptcy Court shall bar any non-debtor party to such Contract from objecting to its assignment and assumption if an objection is not filed with the Bankruptcy Court by such non-debtor party during the applicable notice period, solely to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, the applicable Seller is authorized to assume and assign the Contract to the Purchaser and the Purchaser is authorized to accept such Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

(c) Non-Assignment. Notwithstanding the foregoing, an Assigned Contract shall not be assigned to, or assumed by, Purchaser on the Closing Date to the extent that such Contract (i) is terminated by a Seller or the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Contract, and, despite Sellers undertaking commercially reasonable efforts to obtain, and to cooperate in obtaining, such Consent or Governmental Authorization has not been obtained on or prior to the Closing Date. In addition, an Assigned Permit shall not be assigned to, or assumed by, Purchaser on the Closing Date to the extent that such permit requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Assigned Permit, and despite the Seller undertaking all commercially reasonable efforts to obtain, and to cooperate in obtaining, such Consent or Governmental Authorization, no such Consent or Governmental Authorization has been obtained on or prior to the Closing Date. In the event that any Assigned Contract or Assigned Permit is deemed not to be assigned pursuant to this Section 1.5(c), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and 90 days following the Closing (or the remaining term of such Contract, if shorter), Sellers and Purchaser shall (A) use commercially reasonable efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing or sublicensing to Purchaser, to the extent permitted under the Assigned Permit or Assigned Contract, as applicable, any or all of any Seller's rights and obligations with respect to any such Assigned Contract or Assigned Permit, as applicable, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any applicable Law) the economic rights and benefits (net of the amount of any reasonable and documented out-of-pocket costs imposed on Sellers or their respective affiliates relating to such arrangement with Purchaser) under such Assigned Contract or Assigned Permit, as applicable, with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall assume any related liability (but shall also receive the benefit of any corresponding Tax benefit obtained by Sellers or their respective affiliates related thereto) and

obligation (including performance) with respect to such Assigned Contract or Assigned Permit, as applicable. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract or Assigned Permit, as applicable, after the Closing, such Assigned Contract or Assigned Permit, as applicable, shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement. In connection with and without limiting the foregoing, for so long as an Assigned Contract is not transferred to Purchaser, each party will use commercially reasonable efforts and cooperate in good faith with the other party to allow Purchaser to perform the services thereunder on Sellers' behalf, in all cases without infringing upon the legal rights of any third party or violating any applicable Law and subject to the other terms of this Section 1.5(c), such that Sellers may provide delivery with respect to customer commitments thereunder and Purchaser shall obtain the economic rights and benefits under such Assigned Contract.

(d) If after the Closing (i) Purchaser holds any Excluded Assets or Excluded Liabilities or (ii) any Seller holds any Acquired Assets or Assumed Liabilities, Purchaser or the applicable Seller will transfer (or cause to be transferred), as promptly as is reasonably practicable, such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party, subject to Section 1.5(c), which shall apply, mutatis mutandis, to any such transfer as applicable. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party.

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment

(a) The aggregate consideration (the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities, plus (ii) a cash payment of \$3,300,000 (the "Cash Payment").

(b) At the Closing,

(i) Purchaser shall deliver, or cause to be delivered, to the Sellers (i) the Cash Payment less (ii) the Deposit less (iii) the Closing Cure Costs Amount (the "Closing Date Payment");

(ii) Purchaser shall deposit with the Escrow Agent the Closing Cure Costs Amount; and

(iii) the Parties shall cause Ankura Trust Company, LLC (the "Escrow Agent") to deliver the Deposit to the Sellers.

The Closing Date Payment, the Closing Cure Costs Amount and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party at least two (2) Business Days prior to the date such payment is to be made.

(c) Purchaser will be entitled to deduct and withhold (or cause to be deducted and withheld) from any payment made pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to such payment under the Code or any other provision of applicable Tax Law. If Purchaser determines that any amount is required to be deducted or withheld, Purchaser shall use reasonable best efforts to: (i) provide at least two Business Days written notice to the Sellers, together with reasonably sufficient details regarding the relevant withholding Law; (ii) cooperate in good faith with the other party to reduce or eliminate the deduction or withholding of such amount; and (iii) provide the other party a reasonable opportunity to provide forms or documentation that would exempt such amounts from withholding. To the extent that any amounts are so withheld and properly remitted to the applicable Governmental Body, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such withholding was made.

2.2 Deposit

(a) Prior to or concurrently with the execution of this Agreement, Purchaser shall make an earnest money deposit in an amount equal to \$330,000 (the “Deposit”) by wire transfer of immediately available funds to Ankura Trust Company in accordance with the wire instructions set forth on Schedule 2.2, which will be held and distributed in accordance with the terms of this Agreement and the Bidding Procedures Order. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date). For the avoidance of doubt, the Deposit shall not be considered property of any Seller’s estate under section 541 of the Bankruptcy Code.

(b) If this Agreement is terminated by the Sellers pursuant to Section 8.1(e) or 8.1(g) (or by Purchaser pursuant to Section 8.1(b), 8.1(c) or 8.1(d), in each case, in circumstances where the Sellers would be entitled to terminate this Agreement pursuant to Section 8.1(e) or 8.1(g)), then the Sellers shall retain the Deposit.

(c) If this Agreement is terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit shall be returned to Purchaser within five (5) Business Days after such termination.

(d) In the event the Deposit becomes payable to Purchaser or the Sellers pursuant to Section 2.2(b) or 2.2(c), the Parties agree to cause Escrow Agent to disburse the Deposit to Purchaser or the Sellers, as applicable, by wire transfer of immediately available funds to an account designated by Purchaser or the Sellers, as applicable. The Parties agree that the Sellers’ right to retain the Deposit, as set forth herein, is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their respective efforts and resources expended and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and the Transaction Documents and on the expectation of the consummation of the transactions contemplated hereby and thereby, which amount would otherwise be impossible to calculate with precision.

2.3 Closing

The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities (the “Closing”) will take place by telephone conference and electronic exchange of documents at 9:00 a.m. Eastern Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place and time as the Parties may agree. The date the Closing occurs is referred to as the “Closing Date.”

2.4 Closing Deliveries by Sellers

At or prior to the Closing, Sellers shall deliver to Purchaser:

- (a) a bill of sale substantially in the form of Exhibit A (the “Bill of Sale”) duly executed by Sellers;
- (b) an assignment and assumption agreement substantially in the form of Exhibit B (the “Assignment and Assumption Agreement”) duly executed by Sellers;
- (c) the Transition Services Agreement, in the form of Exhibit C (the “Transition Services Agreement”), duly executed by GBG USA, Inc.;
- (d) a copy of the Sale Order, as entered by the Bankruptcy Court;
- (e) email confirmation of Seller’s bankruptcy counsel that the Sale Order has been duly entered by the Bankruptcy Court, that the Sale Order has not been stayed, suspended, modified, amended, vacated, or reversed by an appellate court, and that the Sale Order is enforceable in accordance with its terms;
- (f) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied;
- (g) a complete and duly executed IRS Form W-9 for each Seller;
- (h) the Escrow Agreement, duly executed by Sellers or an affiliate thereof and the Escrow Agent; and
- (i) all other documents, instruments and writings reasonably requested by Purchaser to be delivered by Sellers at or prior to the Closing pursuant to this Agreement.

2.5 Closing Deliveries by Purchaser

At the Closing, Purchaser shall deliver to (or at the express written direction of) the Sellers:

- (a) the Closing Date Payment;
- (b) the Bill of Sale, duly executed by Purchaser;

- (c) the Assignment and Assumption Agreement, duly executed by Purchaser;
- (d) the Transition Services Agreement, duly executed by Purchaser;
- (e) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied; and
- (f) all other documents, instruments and writings reasonably requested by Sellers to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules delivered by the Sellers concurrently herewith and Section 10.10, Sellers, jointly and severally, represent and warrant to Purchaser as follows.

3.1 Organization and Qualification

Each of the Sellers (a) is an entity duly incorporated or organized and validly existing under the Laws of its jurisdiction of incorporation or organization, as applicable, (b) has all requisite corporate or limited liability company power and authority to own and operate its properties and to carry on its businesses as now conducted, subject to the provisions of the Bankruptcy Code, and (c) is qualified to do business and is in good standing (or its equivalent) under the Laws of its jurisdiction of incorporation or organization, as applicable, and in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization of Agreement

The execution, delivery and performance of this Agreement by each Seller and each Transaction Document to which such Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by such Seller. Subject to requisite Bankruptcy Court approvals, this Agreement has been, and each Transaction Document to which such Seller is a party has been or will be as of the Closing, duly and validly executed and delivered by such Seller, and, assuming this Agreement is a valid and binding obligation of Purchaser and Guarantor, this Agreement constitutes a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws relating to or affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions"). Assuming each Transaction Document to which such Seller is or will be a party is or will be, as of the Closing, a valid and binding obligation of Purchaser, such Transaction Document constitutes or will constitute, as of the Closing, a valid

and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by the Enforceability Exceptions.

3.3 Conflicts; Consents

(a) Except as set forth on Schedule 3.3(a) and assuming that (x) requisite Bankruptcy Court approvals are obtained and (y) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 3.3(b) are made, given or obtained, as applicable, the execution, delivery and performance by Sellers of this Agreement and the Transaction Documents and the consummation by Sellers of the transactions contemplated hereby and thereby, do not: (i) violate the certificate of incorporation or formation, bylaws or limited liability company agreement or equivalent organizational documents of any of the Sellers; (ii) violate any Order or Law applicable to the Acquired Business, to any of the Acquired Assets or by which the Acquired Assets are bound; or (iii) result in any breach of, acceleration, or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any Assigned Contract or Assigned Permit, except, in each case, for any such violations, breaches, defaults or other occurrences that are not material to the Acquired Assets and Assumed Liabilities taken as a whole.

(b) Except as set forth on Schedule 3.3(b) and assuming that requisite Bankruptcy Court approvals are obtained, Sellers are not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Sellers of this Agreement or the consummation by Sellers of the transactions contemplated hereby, except (i) requisite Bankruptcy Court approvals, (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not reasonably be expected to be material to the Acquired Assets and Assumed Liabilities taken as a whole or (iii) as may be necessary as a result of any facts or circumstances relating to Purchaser or any of its Affiliates.

3.4 Condition and Sufficiency of Assets

(a) Each item of Tangible Personal Property is (i) structurally sound, in good operating condition and repair, and adequate for the uses to which they are being put, except in each case as would not be material to the Acquired Business taken as a whole, (ii) not in need of maintenance other than ordinary, routine maintenance in the Ordinary Course, and (iii) in compliance with all requirements under any Laws and any licenses which govern the use and operation thereof, except where the failure to be in such compliance would not be material to the Acquired Business taken as a whole. The Acquired Assets and the Assumed Liabilities to be transferred to Purchaser at the Closing, together with the services and rights provided for in the Transaction Documents, constitute (i) in the case of the Company, all of the assets and liabilities of the Company that are related to the Acquired Business, (ii) in the case of Pacific Alliance, all of the assets and liabilities of Pacific Alliance that are primarily related to the Acquired Business and (iii) in the case of any Affiliate of either Seller, all of the assets and liabilities of such Affiliate that are primarily related to the Acquired Business.

(b) Subject to requisite Bankruptcy Court approvals, and subject to assumption by Purchaser of the Assigned Contracts, the Acquired Assets, together with the services and rights provided for in the Transaction Documents, are sufficient for the continued conduct of the Acquired Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Acquired Business as currently conducted.

3.5 Title to Acquired Assets.

(a) One of the Sellers is the lawful owner of, and has good title to, or a valid leasehold interest in, all of the Acquired Assets, free and clear of Encumbrances.

3.6 Assigned Contracts.

(a) Each Assigned Contract is valid and binding on the applicable Seller in accordance with its terms and is in full force and effect. Neither the Sellers (other than as to the payment of Cure Costs), nor, to the Knowledge of Sellers, any other party thereto are in breach of, violation of or default under (or is alleged to be in breach of, violation of or default under), or has provided or received any notice of any intention to suspend or terminate, any Assigned Contract. No event or circumstance has occurred that would constitute an event of default under any Assigned Contract or result in a termination thereof. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Purchaser. There are no disputes pending or, to the Knowledge of Sellers, threatened under any Assigned Contract. Subject to payment of the Cure Costs, Sellers have paid all amounts due and payable by Sellers pursuant to the Assigned Contracts.

3.7 Inventory.

(a) All Inventory consists of a quality and quantity usable and, with respect to finished goods, salable in the ordinary course of business consistent with past practice, except for obsolete, below-standard quality, damaged, defective, or slow-moving items that have been written off or written down to fair market value. No Inventory is held on a consignment basis, and following the Closing all Inventory will be owned by Purchaser free and clear of all Encumbrances and any successor liability. All Inventory is free from defects in materials and workmanship (normal wear and tear expected), except as would not be material to the Acquired Business taken as a whole. Schedule 3.7 sets forth a true and complete aging schedule for the Inventory, as of the date of this Agreement.

3.8 Material Customers and Suppliers.

(a) Schedule 3.8(a) sets forth with respect to the Acquired Business (i) each customer who has paid aggregate consideration for goods or services rendered in an amount greater than or equal to \$100,000 for the most recent fiscal year (collectively, the “Material Customers”); and (ii) the amount of consideration paid by each Material Customer during such periods. No Seller has received any notice that any of the Material Customers has ceased, or intends to cease after the

Closing, to use the goods or services of the Acquired Business or to otherwise terminate or materially reduce its relationship with the Acquired Business.

(b) Schedule 3.8(b) sets forth with respect to the Business (i) each supplier and/or vendor to whom a Seller has paid aggregate consideration for goods or services rendered in an amount greater than or equal to \$100,000 for the most recent fiscal year (collectively, the “Material Suppliers”); and (ii) the amount of purchases from each Material Supplier during such periods. No Seller has received any notice that any of the Material Suppliers has ceased, or intends to cease, to supply goods or services to the Acquired Business or to otherwise terminate or materially reduce its relationship with the Acquired Business.

3.9 Legal Proceedings; Government Orders

(a) Except as set forth on Schedule 3.9:

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at Law or in equity (collectively, “Actions”) pending or, to the Knowledge of Sellers, threatened against or by (i) either Seller relating to or affecting the Acquired Business, the Acquired Assets, or the Assumed Liabilities or (ii) either Seller, the Company or any of its Affiliates that would materially affect either Seller’s ability to consummate the transactions contemplated hereby.

(b) There are no outstanding orders, writs, judgments, injunctions, decrees, stipulations, determinations, penalties, or awards entered by or with any Governmental Body against, relating to, or affecting the Acquired Business or the Acquired Assets.

3.10 Compliance with Laws.

(a) Sellers are in material compliance with all Laws applicable to the conduct of the Acquired Business as currently conducted or the ownership and use of the Acquired Assets.

3.11 Employee Matters.

(a) Schedule 3.11(a)(i) sets forth, in all material respects, a complete and accurate list of all employees of GBG USA or any of its Affiliates whose primary responsibility is the provision of services to the Company or the Business (the “GBG Business Employees”) as of the date of this Agreement, along with the position, status as full-time or part-time, date of hire, base compensation or contract fee, any other incentive-based compensation (such as bonuses or commissions), status as exempt or non-exempt for purposes of federal and state overtime pay requirements, status as active or on leave, accrued but unused sick time or vacation leave or paid time off and a description of the fringe benefits provided to each such individual as of the date hereof. Schedule 3.11(a)(ii) sets forth a complete and accurate list of each individual engaged to provide services to GBG USA or any of its Affiliates with respect to the Acquired Business as a consultant or other independent contractor (“GBG Business Contractors”) and, for each such individual, Sellers have made available to Purchaser any agreement between such GBG Business Contractor and such Seller. The Company does not and has never employed any employees..

(b) Schedule 3.11(b) sets forth each “multiemployer plan” within the meaning of Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Title IV of ERISA, to which such Seller or any Affiliate thereof contributes or has an obligation to contribute or in respect of which such Seller or any Affiliate thereof has any actual or contingent Liability, in each case with respect to the GBG Business Employees or the Acquired Assets.

(c) Except as set forth on Schedule 3.11(c), no Seller has ordered or implemented any plant closing, mass layoff, group termination or similar event with respect to Employees that requires the issuance of notice under the WARN Act or any similar Law, and no such action is planned or contemplated prior to Closing.

3.12 Intellectual Property Matters; Data Privacy.

(a) Schedule 3.12(a) lists all (i) Intellectual Property of any Seller that is the subject of a patent, registration, or pending application, including domain name and social media account registrations (“Registered IP”) and (ii) material unregistered Intellectual Property of the Sellers, in each case that is related to the Acquired Business, and, specifying as to each such item, as applicable, the owner(s) of record (and, in the case of domain names, the registrant, and in the case of social media accounts, the account holder), jurisdiction of application and/or registration and the application and/or registration number. To the Knowledge of Sellers, all Registered IP is in full force and otherwise in good standing. To the Knowledge of Sellers, all Registered IP identified on Schedule 3.12(a) is valid, subsisting, and enforceable. Subject to entry of the Sale Order, a Seller exclusively owns all right, title (including, with respect to all Registered IP, record title) and interest in and to the Transferred Intellectual Property free and clear of all Encumbrances (except for Permitted Encumbrances).

(b) Neither the Transferred Intellectual Property nor the operation or conduct of the Acquired Business, including the manufacture, marketing, license, sale or use of any products or services anywhere in the world in connection with the Acquired Business, has (i) to the Knowledge of the Sellers, infringed, misappropriated, or otherwise violated, or is infringing, misappropriating, or otherwise violating any Intellectual Property of any other Person, or (ii) violated any license or agreement with any third party to which a Seller is bound. None of the Sellers have received any written claim, demand or notice, and no Action is pending or threatened against any of the Sellers: (i) alleging any infringement, misappropriation, or other violation of any Transferred Intellectual Property of any other Person; or (ii) challenging the validity, registrability, enforceability or ownership of, or the right of the Sellers and their respective Subsidiaries to use, any Transferred Intellectual Property. To the Knowledge of Sellers, no other Person is infringing, misappropriating or otherwise violating any Transferred Intellectual Property. Except as set forth on Schedule 3.12(b), none of the Intellectual Property included in the Acquired Assets is subject to any outstanding judgment, decree or order of any Governmental Body. None of the Registered IP has been or is now involved in any interference, reissue, inter-partes review, reexamination, cancellation, revocation, opposition or other proceeding in the United States Patent and Trademark Office or any other Governmental Body.

(c) The Transferred Intellectual Property, together with any Licensed Intellectual Property covered by the Transition Services Agreement, if any, constitutes all

Intellectual Property owned or purported to be owned by Sellers, or licensed to the Sellers, and used or held for use by Sellers in each case in connection with the Acquired Business.

(d) The Transferred Intellectual Property is sufficient to operate the business of the Company as presently operated.

(e) The Sellers' practices with regard to the collection, dissemination and use of Personal Data in connection with the Acquired Business are and have been at all times in conformance in all material respects with all (i) Laws relating to data protection or personal information, and (ii) contractual commitments of the Sellers. For the thirty six (36) months immediately preceding the date of this Agreement and the Closing Date, (i) the Sellers have not received any written notification or allegation from any competent authority (including any information or enforcement notice, or any transfer prohibition notice) alleging that any of the Sellers has not complied in any respect with Laws relating to data protection or personal information and (ii) to the Knowledge of Sellers, there has been no loss of, or unauthorized access, use, disclosure or modification of any Personal Data.

3.13 Brokers

(a) Except for Ducera Partners LLC, whose fees and expenses will be borne solely by Sellers, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Sellers that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

3.14 Taxes

Except as set forth in Schedule 3.14:

(a) Sellers have timely filed or caused to be filed with the appropriate federal, state, local, or foreign Governmental Body all Tax Returns required to be filed in respect of the Acquired Assets or of the Acquired Business and have timely paid in full or caused to be paid in full all material Taxes required to be paid (whether or not shown on any Tax Return), and all such Tax Returns are true, correct and complete in all material respects;

(b) there are no liens or encumbrances for Taxes upon the Acquired Assets except Permitted Encumbrances;

(c) Sellers have withheld or collected and paid (or set aside for payment when due) all Taxes required to be withheld or collected and paid with respect to the Acquired Assets or the Acquired Business, have timely filed all Tax Returns that are required to be filed in respect of any such Tax withholding (including IRS Forms 1099 and W-2), and have accurately reported all information required to be included on such Tax Returns;

(d) Sellers have not consented to extend or granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any Taxes with respect to the Acquired Assets, Acquired Business, or Assumed Liabilities;

(e) there is no action, suit, proceeding, investigation, audit, claim, assessment or judgment currently ongoing, pending, or threatened in writing, for or relating to any Liability for Taxes with respect to the Acquired Assets, Acquired Business, or Assumed Liabilities by any Governmental Body; and

(f) no Acquired Asset is (i) tax-exempt use property within the meaning of Section 168(h) of the Code, (ii) an equity interest in any Person, or (iii) a “United States real property interest” within the meaning of Section 897(c) of the Code.

3.15 Financial Information. The Sellers have maintained the books of account and financial records of the Acquired Business in the usual, regular, and ordinary manner. Attached hereto as Schedule 3.15 is a true and accurate copy of the unaudited interim balance sheet for the nine months ended September 30, 2021 (the “Balance Sheet Date”), with respect to the Acquired Business (such balance sheet, the “Financial Statements”). Except as set forth in the Financial Statements, there are no material Liabilities with respect to the Acquired Business, contingent or otherwise, other than (i) Liabilities incurred in the ordinary course of business subsequent to the Balance Sheet Date; and (ii) Liabilities which, individually and in the aggregate, would not be material to Acquired Business, as a whole.

3.16 Accounts Receivable. The accounts receivable of the Company have arisen from bona fide transactions entered into by the Company in the ordinary course of business. The Company has not at any time in the past twelve (12) months accelerated the payment terms with respect to any such accounts receivable that would otherwise be due and payable after the Closing Date in the ordinary course of business to become payable prior to the Closing.

3.17 Absence of Certain Developments. Since the Balance Sheet Date through the date of this Agreement, (a) the Company has, in all material respects, conducted its business and operated its properties in the ordinary course of business consistent with past practice and (b) the Company has not taken any action which, if taken after the date hereof, would require the consent of the Purchaser pursuant to Section 7.1. Since the Balance Sheet Date, there has not been any Material Adverse Effect and no circumstances have arisen, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

3.18 Related Party Transactions. Except as set forth in Schedule 3.18, the Company is not party to any transactions, Contracts, arrangements, or understandings with any other Seller or any Affiliate thereof.

3.19 No Other Representations or Warranties.

(a) Except for the representations and warranties expressly made by Sellers to Purchaser in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations), Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither any Seller nor any other Person on behalf of any Seller makes, and neither Purchaser nor any member of the Purchaser Group has relied on, the accuracy or completeness of any express or implied representation or warranty with respect to the Sellers,

the Acquired Assets or the Assumed Liabilities or with respect to any statement or information of any nature made or provided by any Person, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors by electronic mail or in that certain datasite administered by DataSite (the “Dataroom”) or elsewhere, or Projections on behalf of any Seller or any of its Affiliates or Advisors to Purchaser or any of its Affiliates or Advisors. Without limiting the foregoing, neither any Seller nor any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or elsewhere, Projections or otherwise in expectation of the transactions contemplated by this Agreement or any Transaction Document or any discussions with respect to any of the foregoing information. Notwithstanding anything contained herein to the contrary, the Parties acknowledge that the disclaimer set forth in this Section 3.19 is not intended to and does not limit or waive any Party’s Liability for Fraud.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Sellers as follows as of the date hereof and as of the Closing Date.

4.1 Organization and Qualification

Purchaser (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the transactions contemplated under this Agreement and the other Transaction Documents. Guarantor is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable.

4.2 Authorization of Agreement

The execution, delivery and performance of this Agreement and the other Transaction Documents by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance hereunder and thereunder by Purchaser. This Agreement and the Transaction Documents have been duly and validly executed and delivered by Purchaser, and, assuming this Agreement and the Transaction Documents are valid and binding obligations of Sellers, this Agreement and the Transaction Documents constitute

valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, except as limited by the Enforceability Exceptions. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Guarantor is a party, if any, by Guarantor, and the consummation by Guarantor of the transactions contemplated hereby and thereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance hereunder and thereunder by Guarantor. This Agreement and the other Transaction Documents to which Guarantor is a party, if any, have been duly and validly executed and delivered by Guarantor, and, assuming this Agreement and the Transaction Documents are valid and binding obligations of Sellers, this Agreement and the Transaction Documents constitute valid and binding obligations of Guarantor, enforceable against Guarantor in accordance with their terms, except as limited by the Enforceability Exceptions.

4.3 Conflicts; Consents

(a) The execution, delivery and performance by Purchaser of this Agreement and the Transaction Documents and the consummation by Purchaser of the transactions contemplated hereby and thereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of Purchaser; (ii) violate any applicable Law applicable to Purchaser or by which any property or asset of Purchaser is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance on any property or asset of Purchaser under, any lease or Contract; except, in each case, for any such violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby and thereby.

(b) Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement, the Transaction Documents, or the consummation by Purchaser of the transactions contemplated hereby and thereby, except from the Bankruptcy Court or where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby and thereby.

4.4 Financing

Purchaser has access to, and will have at the Closing, sufficient immediately available funds in an aggregate amount necessary to pay the Purchase Price and all fees and expenses of Purchaser related to the transactions contemplated by this Agreement or any Transaction Document, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement or any Transaction Document.

4.5 Brokers

There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document to which Purchaser is a party.

4.6 No Litigation

There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser's performance under this Agreement or the consummation of the transactions contemplated by this Agreement or any Transaction Document.

4.7 Guarantor Financial Capabilities.

As of the date hereof and as of the Closing, Guarantor has and will have the resources, financial or otherwise, to perform its obligations hereunder, and has and will have the capabilities to carry out its financial and other obligations under this Agreement, including Guarantor's obligations with respect to the Purchaser Obligations pursuant to Section 10.20. Guarantor is not insolvent. No insolvency proceedings of any nature, including bankruptcy, receivership, reorganization, composition, arrangement with creditors, voluntary or involuntary, affecting the Guarantor are pending, and Guarantor has not made an assignment for the benefit of creditors, nor, to its knowledge, has any person taken any action with a view to the institution of any insolvency proceedings. Guarantor has not, as of the date hereof, and will not have as of the Closing, incurred any obligation, commitment, restriction or Liability of any kind that would reasonably be expected to materially impair or adversely affect such aforementioned resources or capabilities.

4.8 No Outside Reliance

Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement or any Transaction Document. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Dataroom, any Projections, meetings, calls or correspondence with management of the Sellers, or any other Person on behalf of the Sellers, their Subsidiaries or any of their respective Affiliates or Advisors and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts and prospects of the Acquired Business, or the quality, quantity or condition of the Sellers' or their Subsidiaries' assets (including the Acquired Assets), are, in each case specifically disclaimed by Sellers and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser is

knowledgeable about the industries in which the Sellers operate and is capable of evaluating the merits and risks of the transactions contemplated by this Agreement or any Transaction Document and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded access to the books and records, facilities and personnel relating to the Acquired Assets or Assumed Liabilities for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of the Acquired Assets and Assumed Liabilities. Purchaser acknowledges, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, Liabilities, properties, Contracts and prospects of the Sellers and the Acquired Assets and Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement and any Transaction Document, Purchaser has relied solely on the results of the Purchaser Group's own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any Seller, any Subsidiary, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or the Sellers, their Subsidiaries or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Notwithstanding anything contained herein to the contrary, the parties acknowledge that the disclaimer set forth in this Section 4.8 is not intended to and does not limit or waive any Party's Liability for Fraud.

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Bid Protections and Auction Matters

(a) If this Agreement is terminated pursuant to (i) Section 8.1 (other than (A) Section 8.1(a), 8.1(e) or 8.1(g) or (B) by Purchaser pursuant to Section 8.1(b), 8.1(c) or 8.1(d), in each case of this clause (B), in circumstances where the Sellers would be entitled to terminate this Agreement pursuant to Section 8.1(e) or 8.1(g)), Purchaser shall be entitled to the reimbursement of, and the Sellers shall promptly reimburse Purchaser in immediately available funds for, the actual, reasonable and documented out-of-pocket fees and expenses incurred by Purchaser (including reasonable and documented professional's fees and expenses) and its Advisors in connection with the diligence, preparation, execution and negotiation of this Agreement, in the maximum amount of \$33,000 (the "Expense Reimbursement"), and (ii) Section 8.1(h), 8.1(i) or 8.1(j), Purchaser shall be entitled to the payment of a break-up fee in an amount equal to \$99,000 of the Cash Payment less the amount of any Expense Reimbursement payable pursuant to the foregoing clause (i) (the "Break-Up Fee"), and together with the Expense Reimbursement, the "Bid Protections"); provided that payment of any Bid Protections shall be made out of the proceeds of, and only upon consummation of, an Alternative Transaction. Purchaser's entitlement to the Bid Protections shall not be relinquished or forfeited by Purchaser's participation in any Auction required by the Bidding Procedures Order.

(b) The obligations of the Sellers to pay the Bid Protections are subject to approval by the Bankruptcy Court and shall survive the termination of this Agreement in accordance with Section 8.2. Notwithstanding anything herein to the contrary, in no event shall the Bid Protections required to be paid by Sellers pursuant to this Agreement exceed \$99,000. Other than as provided in Section 10.12, the sole and exclusive remedy of Purchaser and its Related Parties or any other Person against the Sellers and their Related Parties and any other Person for any and all Liabilities of any kind, character or description suffered or incurred in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, prior to the termination of this Agreement, shall be the payment of the Break-Up Fee and the Expense Reimbursement; provided that in no event (except Fraud) will Purchaser be entitled to amounts in excess of the payment of the Break-Up Fee and Expense Reimbursement.

(c) The Parties acknowledge and agree that, in the event that the payment of the Break-Up Fee and/or the Expense Reimbursement becomes due and payable, and such amounts are actually paid to the Purchaser, such amounts are not a penalty, but rather are liquidated damages in reasonable amounts that will compensate Purchaser for its efforts and resources expended and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and the Transaction Documents and on the expectation of the consummation of the transactions contemplated hereby and thereby, which amount would otherwise be impossible to calculate with precision. The Parties acknowledge and agree that (i) the agreements contained in Section 5.1(a) are an integral part of this Agreement and the transactions contemplated by this Agreement and are a material and necessary inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Sellers acknowledge and agree that the entry into this Agreement provides value to the Sellers' chapter 11 estates by, among other things, inducing other Persons to submit higher or better offers for the Acquired Assets and serving as the Backup Bidder pursuant to the terms herein, the Bidding Procedures Order and the Sale Order.

(d) As required by the Bidding Procedures Order, if an Auction is conducted and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser hereby irrevocably agrees to serve as the back-up bidder (the "Backup Bidder") and to keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and the Sellers may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction). Notwithstanding the foregoing or anything else herein, Purchaser shall not be required to purchase or serve as Backup Bidder for less than all of the Acquired Assets. In the event that Purchaser is not Successful Bidder, but fails to serve as the Backup Bidder in breach of this Section 5.1(d), then Purchaser hereby forfeits any and all right, title and interest in and to any and all Bid Protections, and such Bid Protections shall not be payable in accordance herewith.

5.2 Cure Costs

Subject to entry of the Sale Order, Purchaser shall, subject to the terms of the Escrow Agreement, pay or cause to be paid the Closing Cure Costs Amount such that the Assigned Contracts may be assumed by the applicable Seller and assigned to Purchaser (subject to payment by Purchaser of the Closing Cure Costs Amount and provision by Purchaser of adequate assurance of future performance) in accordance with the provisions of Section 365 of the Bankruptcy Code, the Bidding Procedures Order, the Sale Order and this Agreement. The Sellers agree that they will promptly take such commercially reasonable actions as are necessary to obtain a Final Order of the Bankruptcy Court (which order may be the Sale Order) providing for the assumption and assignment of such Assigned Contracts.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers

Until the earlier of the termination of this Agreement and the Closing, except (i) for any limitations on operations imposed by, and subject to any Orders entered or approvals or authorizations granted or required by or under, the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), (ii) as required by applicable Law, (iii) as required or recommended under any directive, pronouncement, guideline or recommendation issued by any Governmental Body, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, providing for or contemplating business closures or other reductions, changes to business operations, worker safety matters, “sheltering-in-place,” quarantines, “stay-at-home,” curfews, workforce reduction, social distancing, or any other remedial measures relating to, or arising out of, COVID-19 or SARS-CoV-2 virus and any mutations, variations or evolutions thereof or related or associated epidemics, pandemics or disease outbreaks, (iv) to the extent related to the Excluded Assets, Excluded Liabilities and/or Retained Business, (v) as otherwise required by or reasonably necessary to carry out the terms of this Agreement or as set forth on Schedule 6.1 or (vi) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall use commercially reasonable efforts to (A) conduct the Acquired Business in all material respects in the Ordinary Course (including using commercially reasonable efforts to maintain the Acquired Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear, if applicable); (B) maintain the Documents in accordance with past practice; and (C) comply in all material respects with all Laws applicable to the ownership and use of the Acquired Assets, and shall not:

(a) terminate (other than by expiration), or amend or modify (other than by automatic extension or renewal) in any material respect any Assigned Contract;

(b) sell, assign, license, transfer, convey, lease, surrender, relinquish or otherwise dispose of any material portion of the Acquired Assets, other than (i) sales of Inventory in the Ordinary Course or (ii) pursuant to existing Contracts;

(c) sell, assign, license, transfer, convey, lease, surrender, relinquish or otherwise dispose of any Inventory other than in the Ordinary Course (including by means of volume or pricing discounts);

(d) subject any material portion of the Acquired Assets to any Encumbrance, except for Permitted Encumbrances;

(e) (i) increase the compensation or employee benefits payable or to be provided to any GBG Business Employee, (ii) adopt or amend any Seller Plan, except to the extent that any such adoption or amendment will not increase the cost of the Purchaser's obligations under Section 6.3(b) or (iii) permit the Company to employ any employee thereof;

(f) make, rescind or change any material tax election with respect to the Acquired Assets or Assumed Liabilities;

(g) undertake any liquidation or going-out-of-business sale to dispose of any Inventory or other assets of the Acquired Business; or

(h) agree or commit to do any of the foregoing.

Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

6.2 Access to Information

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Sellers shall provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the properties, offices, plants and other facilities, and books and records of the Sellers related to the Acquired Business (excluding, for the avoidance of doubt, all confidentiality agreements with prospective purchasers of the Acquired Assets or any portion thereof, and all bids and expressions of interest received from third parties with respect thereto), in order for Purchaser and its authorized Advisors to access such information regarding the Acquired Business as Purchaser reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement, and shall furnish Purchaser with such financial, operating and other data and information in connection with the Acquired Business and the Acquired Assets as Purchaser may reasonably request; provided that (i) such access does not unreasonably interfere with the normal operations of the Sellers, (ii) such access will occur in such a manner as the Sellers reasonably determine to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement and the Transaction Documents, (iii) all requests for access will be directed to Ducera Partners LLC or such other Person(s) as the Sellers may designate in writing from time to time and (iv) nothing herein will require the Sellers to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to the Sellers if the transactions contemplated by this Agreement and the Transaction Documents are not consummated, (B) would require the Sellers to disclose any financial or proprietary information of or regarding the Affiliates of the Sellers or otherwise disclose information regarding the Affiliates of the Sellers that the Sellers deem to be commercially sensitive, (C) would waive any legal privilege or (D) would be in violation of applicable Laws or

the provisions of any agreement to which the Sellers are a party; provided that, in the event that the Sellers withhold access or information in reliance on the foregoing clause (C) or (D), the Sellers shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to Purchaser that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of effecting the transactions contemplated hereby, and will be governed by the terms and conditions of the Confidentiality Agreement. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors; provided that the Confidentiality Agreement shall terminate automatically, without any action by any party, upon the Closing. Neither Seller makes any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of seven (7) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), upon the reasonable request of any Seller or Purchaser, the non-requesting Party will provide the requesting Party and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other documents (for the purpose of examining and copying) primarily relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, advisors, accountants, offices and properties (including for the purpose of better understanding such books and records) of the non-requesting Party. Unless otherwise consented to in writing by the Sellers, Purchaser will not, for a period of seven (7) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), destroy, alter or otherwise dispose of any of the books and records relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date without first offering to surrender to the Sellers such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. Unless otherwise consented to in writing by Purchaser, no Seller will, for a period of seven (7) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records primarily relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date without first offering to surrender to Purchaser such books and records or any portion thereof that such Seller may intend to destroy, alter or dispose of. Nothing in this Section 6.2(c) will require any Party to provide access to, or to disclose any information to, the other Party if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Law; provided that, in the event that the non-requesting Party withholds access or information in reliance on the foregoing clause (A) or (B), the non-requesting Party shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to the requesting Party that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(d) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, noteholder or other material business relation of the Sellers prior to the Closing with respect to the Acquired Business or the transactions contemplated by this Agreement and the Transaction Documents without the prior consent of the Sellers for each such contact.

6.3 Employee Matters. For the avoidance of doubt, the Sellers shall be responsible for, and Purchaser shall not have any obligations whatsoever for, any compensation or other amounts payable to, or any other liability related to, any GBG Business Employee, GBG Business Consultant or any other current or former employee, officer, director, independent contractor or consultant of the Acquired Business, including hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay relating to any services at any time prior to the Closing Date.

6.4 Reasonable Best Efforts; Cooperation

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The “reasonable best efforts” of a Party will not require a Party or any of their Subsidiaries, Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract, to commence or threaten to commence litigation, to agree to any restrictions on the business of such Party or any of its respective Affiliates or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of the Sellers pursuant to this Agreement, including this Section, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case) and each Seller’s obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

6.5 Further Assurances

(a) From time to time after the Closing, as and when requested by any Party and at such requesting Party’s expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

(b) If, following the Closing, either Seller or any of their respective Affiliates receives or becomes aware that it holds any Liability, asset, property or right which constitutes an

Assumed Liability or Acquired Asset (including if it receives any payment in respect of any services performed, or products shipped, by Purchaser or the Company from and after the Closing Date), then such Seller shall, or cause the applicable Affiliate to, transfer such Liability, asset, property or right to Purchaser (including the execution and delivery of all appropriate transfer documents) as promptly as practicable for no additional consideration.

(c) If, following the Closing, Purchaser receives or becomes aware that it holds any Liability, asset, property or right which constitutes an Excluded Liability or an Excluded Asset, then Purchaser shall transfer such Liability, asset, property or right to Sellers (including the execution and delivery of all appropriate transfer documents) as promptly as practicable for no additional consideration.

6.6 Acknowledgment by Purchaser

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, Liabilities, properties, Contracts and prospects of the Sellers and the Acquired Business and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement and any Transaction Document, Purchaser and the Purchaser Group have relied solely on the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any Seller, any Subsidiary, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement and any Transaction Document; and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (1) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Dataroom, Projections, meetings, calls or correspondence with management of the Sellers, any of the Seller Parties or any other Person on behalf of the Sellers or any of the Seller Parties or any of their respective Affiliates or Advisors and (2) any other statement relating to the historical, current or future business, financial condition, results of operations, assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities), properties, Contracts, and prospects of the Sellers, or the quality, quantity or condition of the Sellers' assets), are, in each case, specifically disclaimed by each of the Sellers, on each of their behalf and on behalf of the other Seller Parties. Purchaser, on its own behalf and on behalf of the Purchaser Group: (x) disclaims reliance on the items in clause (ii) in the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence. Without limiting the generality of the foregoing,

Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Sellers, nor any other Person (including the Seller Parties), has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waive, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (A) any potentially material information regarding the Sellers or any of their respective assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities) or operations and (B) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Sellers' business (including the Acquired Business), operations, assets (including the Acquired Assets), Liabilities (including the Assumed Liabilities), prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations. Except as expressly set forth herein (and without limiting any of the representation and warranties set forth in Article III), Purchaser is acquiring the Acquired Assets and assuming the Assumed Liabilities on an "AS IS, WHERE IS" basis.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of the Acquired Business, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of the Sellers, certain projections, forward-looking statements and other forecasts (whether in written, electronic or oral form, and including in the Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Acquired Business, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that, absent Fraud, it will not assert, institute or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.6, including any such Action with respect to the distribution to Purchaser or any member of the Purchaser Group, or Purchaser's or any member of the Purchaser Group's use, of the Dataroom, Projections or any other information, statements, disclosures or materials, in each case whether written or oral, provided by any Seller Party or any failure of any of the foregoing to disclose any information.

(d) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.6 (i) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for the maximum period permitted by applicable Law; and (ii) are an integral part of the transactions contemplated by this Agreement and the Transaction Documents and that, without these agreements set forth in this Section 6.6, Sellers would not enter into this Agreement.

6.7 Confidentiality. Subject to the requirements of the Bankruptcy Code or as may be imposed by the Bankruptcy Court or as otherwise required by Law or as may be necessary to

prosecute the Chapter 11 Cases, from and after the Closing: (i) Sellers shall not, and shall direct their respective Affiliates, officers, directors, employees, agents and representatives not to, directly or indirectly, use, disclose, reveal, divulge, furnish or make accessible to anyone who is not otherwise authorized to be in possession of the same, any confidential information of the Acquired Business; (ii) in the event a Seller or an Affiliate or representative thereof shall be legally compelled to disclose any such information, such Seller or Affiliate shall provide Purchaser with prompt written notice of such requirement (to the extent such notice is legally permitted) so that Purchaser may seek a protective order or other remedy (at Purchaser's sole cost and expense); and (iii) in the event that such protective order or other remedy is not obtained, such Seller or its Affiliates or representatives shall furnish only such information as is legally required to be provided. Confidential information shall not include information that is or becomes publicly available without breach of this Section 6.7.

6.8 Escrow Agreement. Without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not, and shall cause GBG USA Inc. not to, (i) terminate (other than by expiration), or amend or modify the Escrow Agreement or (ii) direct the Escrow Agent to make any disbursement from the escrow account established under the Escrow Agreement; provided that Purchaser's consent shall not be required to the extent that the Company has obtained a final non-appealable decision, order, judgment or decree of a court of competent jurisdiction.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Sellers

The respective obligations of each Party to this Agreement to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by each Seller and Purchaser, each in their sole discretion) on or prior to the Closing Date, of each of the following conditions:

(a) no court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;

(b) Purchaser shall be the successful bidder at the auction in accordance with the Bidding Procedures Order; and

(c) the Bankruptcy Court shall have entered the Sale Order and such Order shall be a Final Order.

7.2 Conditions Precedent to the Obligations of Purchaser

The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Sellers in Article III shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Effect” and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified other date need to be true and correct only as of such other date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that the representations set forth in Sections 3.1, 3.2 and 3.3(a)(i) will be true and correct in all respects;

(b) Sellers shall have performed in all material respects the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing; and

(c) Sellers shall have delivered all items and satisfied all obligations pursuant to Section 2.4.

7.3 Conditions Precedent to the Obligations of the Sellers

The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the transactions contemplated hereby; provided that the representations set forth in Sections 4.1, 4.2 and 4.3(a)(i) will be true and correct in all respects;

(b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) Purchaser shall have delivered all items and satisfied all obligations pursuant to Section 2.5;

(d) Purchaser shall have paid all Cure Costs for all Assigned Contracts for which Cure Costs have been consensually agreed with the Contract counterparty or fixed by an order of the Bankruptcy Court as of the Closing Date; and

(e) The Class B Member Written Consent shall remain in full force and effect as of the Closing Date.

7.4 Waiver of Conditions

Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the transactions contemplated hereby.

ARTICLE VIII

TERMINATION

8.1 Termination of Agreement

This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Sellers and the Purchaser;
- (b) by written notice of either Purchaser or the Sellers, upon the issuance by any Governmental Body of an Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;
- (c) by written notice of either Purchaser or the Sellers, if the Closing shall not have occurred on or before December 31, 2021 (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;
- (d) by written notice of either Purchaser or the Sellers, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Bankruptcy Case;
- (e) by written notice from the Sellers to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then the Sellers may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) Business Days after the Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to the Sellers at any time that any Seller is in material breach of any covenant, representation or warranty hereunder;

(f) by written notice from Purchaser to the Sellers, upon a breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by such Seller then Purchaser may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) ten (10) Business Days after Purchaser notifies the Sellers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of any covenant, representation or warranty hereunder;

(g) by written notice from the Sellers to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(h) by written notice from the Sellers to Purchaser, if any Seller or the board of directors, board of managers, or similar governing body of any Seller determines in good faith, on advice in the opinion of outside legal counsel, that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would violate applicable Law or its or breach such Person's or body's fiduciary obligations under applicable Law;

(i) by written notice of either Purchaser or the Sellers, if (i) any Seller enters into (or provides written notice to Purchaser of its intent to enter into) one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(j) by written notice from Purchaser to the Sellers, if Purchaser is not the Successful Bidder or the Backup Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(j) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(j), the obligations of Purchaser to consummate the transactions contemplated by this Agreement and any Transaction Document shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(j)); or

(k) by written notice of either Purchaser or Sellers if the Bankruptcy Court shall have stated unconditionally that it will not enter the Sale Order approving the sale to the Purchaser.

8.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and there shall be no Liability on the part of any Party or any of its partners, members, officers, directors or shareholders; provided that Section 2.2, Section 5.1(a), this Section 8.2 and Article X shall survive any such termination; provided further that no termination

will relieve a Party from any Liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Agreement or any Transaction Document, including the Cash Payment, to Sellers), losses, costs or expenses (including reasonable legal fees and expenses) to any non-breaching Party resulting from any willful breach by such first Party of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by a Party to consummate the Closing if and when it is obligated to do so hereunder) or Fraud.

ARTICLE IX

TAXES

9.1 Transfer Taxes

Any sales, use, value-added, goods and services, registration, conveyancing, purchase, transfer, franchise, deed, fixed asset, stamp, documentary, use or similar Taxes and recording charges which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (the “Transfer Taxes”) shall be borne and timely paid by Sellers, but only to the extent not exempt under the Bankruptcy Code, as applicable to the transfer of the Acquired Assets pursuant to this Agreement. Sellers shall timely file any Tax Returns as may be required to comply with the provisions of applicable Law in connection with the payment of such Transfer Taxes.

9.2 Allocation of Purchase Price

Purchaser shall prepare an allocation of the Purchase Price and the Assumed Liabilities (plus other relevant items) among the Acquired Assets for all Tax purposes (the “Purchase Price Allocation”) in accordance with the principles of Section 1060 of the Code (and any similar provision of state, local, or non-U.S. law, as appropriate) and the methodologies set forth on a schedule delivered by Purchaser to Seller prior to the Closing (the “Allocation Methodology Schedule”). Purchaser shall deliver such allocation to the Company within thirty days following the Closing Date for the Company's review, comment and approval. Purchaser and the Company shall work together to jointly agree to the final allocation. If Purchaser and the Company agree on the allocations, such allocations will become the Purchase Price Allocation and in such case (i) Purchaser and the Sellers will report, act and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the Purchase Price Allocation and (ii) the parties will not take any position (whether in audits, on any Tax Returns or otherwise) that is inconsistent with the Purchase Price Allocation unless required to do so by a “determination” as defined in Section 1313 of the Code. If Purchaser and the Company do not reach an agreement each of Purchaser and the Company shall be permitted to file, and shall permit its Affiliates to file, federal and applicable state income Tax Returns (including IRS Form 8594 or other applicable form) in any manner that it chooses regarding the allocation of the Purchase Price, applicable Assumed Liabilities and other relevant items. The Sellers shall provide Purchaser and Purchaser shall provide the Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under Code Section 1060.

9.3 Cooperation

Purchaser and Sellers shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Purchaser and Sellers further agree, upon request in writing from either party, to use their commercially reasonable efforts to obtain any certificate or other document (including any resale exemption certification) from any Governmental Body or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby); provided that the requesting party shall reimburse the other party for its reasonable out-of-pocket costs incurred in satisfying the request.

9.4 Straddle Period

. In the case of any taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), the amount of any property, ad valorem or other Taxes not based on income or gross receipts for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on and including the Closing Date and the denominator of which is the number of days in such Straddle Period. The amount of any Taxes based on income or gross receipts for a Straddle Period shall be determined by an interim closing of the books. To the extent the actual amount of a Tax is not known at the time a determination is to be made with respect to a Tax, no later than two Business Days prior to the date of such determination, the Parties shall utilize the most recent information available in estimating in good faith the amount of such Tax for purposes of such determination.

ARTICLE X

MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants

Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to or at the Closing) of the Parties set forth in this Agreement or in any Transaction Document, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that, other than in the case of Fraud, no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, until fully performed.

10.2 Expenses

Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the Transaction

Documents and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that all Transfer Taxes will be allocated pursuant to Section 9.1.

10.3 Notices

Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted via facsimile device or by electronic mail (provided with respect to electronic mail that no "bounce back" or similar message of non-delivery is received with respect thereto) (unless if transmitted after 5:00 P.M. Central time or other than on a Business Day, then on the next Business Day), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such party may specify by written notice to the other Party.

Notices to Purchaser or Guarantor:

c/o CE Op Co, LLC
9200 Sunset Blvd., Suite 300
West Hollywood, CA 90069
Attention: Tarik Brooks
Email: tbrooks@combsenterprises.com

with a copies (which shall not constitute notice) to:

Becker, Glynn, Muffly, Chassin & Hosinski LLP
299 Park Avenue
New York, New York 10171
Attention: Alec P. Ostrow
Facsimile: 212-888-0255
Email: aostrow@beckerglynn.com

and to:

Jonathan D. Davis, P.C.
10 Rockefeller Plaza, Suite 1015
New York, New York 10020
Attention: Jonathan D. Davis

Facsimile: (212) 697-2521
Email: jdd@jddavispc.com

and to:

Grubman Shire Meiselas & Sacks, P.C.
152 West 57th Street
New York, New York 10019
Attention: Eric Sacks, Esq.
Branch Furtado, Esq.
Facsimile: (212) 554-0444
Email: ESacks@gispc.com
BFurtado@gispc.com

Notices to Sellers:

GBG Sean John LLC and Pacific Alliance USA Inc.
Empire State Building
350 5th Ave, 8th Floor
New York, New York 10118
Attention: Robert Smits, EVP and Secretary
Email: robertsmits@globalbrandsgroup.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Ave
New York, New York 10019
Attention: Rachel C. Strickland
Andrew S. Mordkoff
Melainie Mansfield
Facsimile: (212) 728-8111
Email: rstrickland@willkie.com
amordkoff@willkie.com
mmanfield@willkie.com

10.4 Binding Effect; Assignment

This Agreement shall be binding upon Purchaser and, subject to entry of the Sale Order, Sellers and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case; provided that this Agreement and any of the rights or obligations hereunder may be assigned or delegated, without the prior written consent of the Sellers, to Affiliates of the Purchaser so long as the Purchaser remains liable hereunder.

10.5 Amendment and Waiver

Any provision of this Agreement or the Schedules or Exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Sellers or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries

Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse

This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any party to this Agreement will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction

The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules

The disclosure schedules to this Agreement (the “Schedules”) have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules to the extent that the relevance of such disclosure to such other actions is reasonably apparent on its face. Capitalized terms used in

the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached Exhibits is not intended to imply that the amounts are or are not material or are within or outside of the Ordinary Course, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or Exhibits in any dispute or controversy between the Parties as to whether the amount or items are material or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

10.11 Complete Agreement

This Agreement, together with the Confidentiality Agreement, the Transaction Documents, and any other agreements expressly referred to herein, contains the entire agreement of the parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior understandings or agreements among the Parties (whether written or oral) respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance

The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any Party fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable

relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with this Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller or Purchaser, as applicable, to remedy any breach of any representation or warranty of any Seller or Purchaser, as applicable, made herein.

10.13 Jurisdiction and Exclusive Venue

Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in any state or federal court sitting in the State of New York ((a) and (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the Transaction Documents will be governed by and construed in accordance with the internal Laws of the State of New York applicable to agreements executed and performed entirely within such State without

regards to conflicts of law principles of the State of New York or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of New York to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right of Set-Off.

(a) Purchaser, on its own behalf and on behalf of the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or the Transition Services Agreement.

(b) Each Seller, on its own behalf and on behalf of the Seller Parties, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Seller, any Seller Party has or may have with respect to any payments to be made by any Seller pursuant to this Agreement or the Transition Services Agreement.

10.16 Counterparts and PDF

This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form

of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

10.17 Publicity

Neither the Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or the Company, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement.

10.18 Bulk Sales Laws

The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Waiver of Conflicts.

(a) Sellers have engaged Willkie Farr & Gallagher LLP as its legal counsel in connection with the transactions contemplated hereby. In the event that such counsel now or in the future represents Purchaser in connection with matters unrelated to the transactions contemplated hereby, Purchaser hereby (a) consents to the continued representation of the Sellers or any other Seller Party by such counsel in connection with the transactions contemplated hereby, and (b) waives any actual, potential or alleged conflict of interest that exists or may arise from such counsel's representation of any Seller Party in connection with the transactions contemplated hereby, and any Actions or other dispute resolution proceedings of any kind in respect of the foregoing. Nothing contained herein shall be deemed to be a waiver of any privilege or consent to the disclosure of any privileged information. Purchaser hereby acknowledges that Purchaser has obtained independent legal advice in connection with the foregoing consent and waiver.

10.20 Guarantee.

(a) Guarantor hereby irrevocably, absolutely and unconditionally guarantees (as the primary obligor and not merely as surety) to Sellers the prompt and full performance, discharge and payment by Purchaser of each of Purchaser's covenants, agreements, obligations

and liabilities under this Agreement and any Transaction Document (including, without limitation, the making of any payments required by Section 2.1 hereof) (collectively, the “Purchaser Obligations”, and Guarantor’s guarantee thereof, the “Guaranty”). The foregoing sentence is an absolute, unconditional and continuing guarantee of the full and punctual discharge and performance of the Guaranteed Obligations. The Guarantor acknowledges and agrees that, with respect to all the Purchaser Obligations to pay money pursuant to this Agreement, such guarantee shall be a guarantee of payment and performance and not of collection and shall not be conditioned or contingent upon the pursuit of any remedies against Purchaser.

(b) Guarantor hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any Action first against Purchaser, protest, notice and all demands whatsoever in connection with the performance of its obligations set forth in this Section 10.20.

(c) Guarantor agrees that the Guaranty is a continuing guarantee, and that its obligations under the Guaranty shall not be released or discharged, in whole or in part, or otherwise affected by:

(i) any change in the corporate existence, structure or ownership of Purchaser or the Sellers;

(ii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Purchaser;

(iii) any change in the time, place, or manner of payment of the Purchaser Obligations, or any rescission, waiver, compromise, or other amendment or modification of any of the terms or provisions of this Agreement, the Transaction Documents or any other agreement or instrument relating thereto made in accordance with the terms thereof or any other agreement evidencing, securing or otherwise executed in connection with the Purchaser Obligations;

(iv) the addition, substitution or release of any Person now or hereafter liable for the Purchaser Obligations; or

(v) any other act or omission which may in any manner otherwise operate as a release or discharge of a surety.

(vi) This Guaranty may not be revoked or terminated and shall remain in full force and effect and shall be binding on Guarantor and its successors until the Purchaser Obligations have been indefeasibly paid in full in cash and performed in full.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions

(a) “Action” means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) “Acquired Business” means the Sellers’ global wholesale, e-commerce and retail business operated under the “Sean John” and “Enyce” brands, including the trademarks SEAN JOHN and ENYCE and the exploitation and licensing thereof.

(c) “Advisors” means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

(d) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(e) “Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, concerning a sale, merger, acquisition, liquidation or disposition of all or any material portion of the Acquired Assets (in any form of transaction, whether by merger, sale of assets or equity or otherwise).

(f) “Assumed Taxes” means any Liability for Taxes arising from the ownership or operation of the Acquired Business, the Acquired Assets or the Assumed Liabilities for a Post-Closing Tax Period.

(g) “Auction” has the meaning set forth in the Bidding Procedures Order.

(h) “Bidding Procedures Order” means that certain order, entered on August 31, 2021, Docket No. 141, approving bidding procedures, *inter alia*, (a) establishing the Bidding Procedures (as defined in the Bidding Procedures Order), (b) approving payment of the Bid Protections, (c) providing that the Bid Protections shall constitute administrative expenses of the Debtors, (d) approving procedures for the assumption and assignment of contracts, and (e) setting sale milestones and scheduling related hearings.

(i) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(j) “Class B Members” means Christian Casey LLC, a Delaware limited liability company, and Jessie and D Lila LLC, a Delaware limited liability company, in each case, in their capacity as Class B Members (as such term is defined in the Company Operating Agreement).

(k) “Code” means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be in effect from time to time.

(l) “Company Operating Agreement” means that certain Operating Agreement, dated as of November 4, 2016, by and among GBG USA, the Class B Members and the Company.

(m) “Confidentiality Agreement” means the Confidentiality Agreement, dated as of July 8, 2021, by and between GBG USA Inc. and Purchaser.

(n) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(o) “Contract” means any contract, indenture, note, bond, lease, sublease, license or other agreement that is binding upon a Person or its property.

(p) “Documents” means all of the Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.) and other similar materials, in each case whether or not in electronic form.

(q) “Encumbrance” means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(r) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

(s) “Escrow Agreement” means an escrow agreement among Sellers (or any Affiliate thereof) and the Escrow Agent, pursuant to which Purchaser shall deposit an amount equal to the aggregate amount of the Cure Costs that have been consensually agreed with the Assigned Contract counterparty or fixed by an order of the Bankruptcy Court as of the Closing

Date (the “Closing Cure Costs Amount”), which will be held and distributed to the applicable Assigned Contract counterparties in accordance with the terms of this Agreement and the Escrow Agreement.

(t) “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the clerk of the Bankruptcy Court or such other court on the docket in Sellers’ Bankruptcy Case or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

(u) “Fraud” means, with respect to any Party, actual common law fraud (and not constructive fraud, negligent misrepresentation or negligent omission, or any form of fraud premised on recklessness or negligence) under the Laws of the State of New York, which shall only be deemed to exist if such party makes a representation or warranty (as qualified by the Schedules) in Article III (with respect to the Sellers) or Article IV (with respect to Purchaser), as applicable, with actual knowledge that such representation or warranty was false at the time such representation or warranty was made.

(v) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(w) “GBG USA” means GBG USA Inc. a Delaware corporation.

(x) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(y) “Governmental Body” means any government, quasi governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(z) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names

and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets and know-how; and (vi) all other intellectual property.

(aa) “Knowledge of Sellers” or words of similar effect, regardless of case, means the actual knowledge of Robert Smits or Alain LaFontant.

(bb) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(cc) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(dd) “Licensed Intellectual Property” means any and all Intellectual Property licensed by (i) the Company from any other Person and used in, held for use in, or otherwise related to the Acquired Business or (ii) Pacific Alliance or GBG USA from any other Person and primarily used in, held for use primarily in, or otherwise primarily related to the Acquired Business.

(ee) “Material Adverse Effect” means any event, change, occurrence or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the business, operations, Liabilities, properties, assets or condition (financial or otherwise) the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions generally affecting the industry in which the Sellers operate as primarily related to the Acquired Assets, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, contract or index and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement, (iv) Effects in, arising from or relating to changes in, GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by any Governmental Body, (vi) Effects in,

arising from or relating to (A) the taking of any action expressly required by this Agreement or at the request of Purchaser or its Affiliates (other than the Seller's obligation to conduct the Business in the Ordinary Course in accordance with Section 7.1), (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser's failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, including the impact thereof on the relationships, contractual or otherwise, of the business of the Sellers or any of their Subsidiaries with employees, customers, lessors, suppliers, vendors or other commercial partners, (vii) Effects that arise from any seasonal fluctuations in the business, (viii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (ix) Effects of any action taken by the Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof, (x) any pandemics or epidemics, including COVID-19, or any other similar event or any change, escalation or worsening thereof after the date hereof or (xi) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers and any related plan of reorganization or disclosure statement, (3) the Bidding Procedures Motion or (4) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries in compliance therewith; except in the case of the clauses (i), (ii), (iii), (v), or (x), to the extent such Effects have a materially disproportionate impact on the Acquired Assets and Assumed Liabilities taken as a whole, as compared to other participants engaged in the industries and geographies in which Sellers operate.

(ff) "Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(gg) "Ordinary Course" means the ordinary and usual course of operations of the business of the Acquired Business, consistent with past practice, taking into account the commencement and pendency of the Bankruptcy Case.

(hh) "Permitted Encumbrances" means (i) Encumbrances for utilities and Taxes not yet due and payable or being contested in good faith, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets, (iii) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable and that are not resulting from a breach, default or violation by any Seller of any Contract or applicable Law, (iv) licenses granted on a non-exclusive basis pursuant to Assigned Contracts, (v) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion and (vi) any Encumbrances that will be removed or released by operation of the Sale Order.

(ii) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(jj) “Personal Data” means any information relating to an identified or identifiable natural person including (i) a natural person’s name, street address, telephone number, email address, photograph, passport number, credit card number, bank information, or account number, and (ii) any other piece of non-publicly available information that allows the identification of such natural person or is otherwise considered personally identifiable information or personal information under Law.

(kk) “Pre-Closing Tax Period” means all taxable periods ending on or prior to the Closing Date and the portion ending on the Closing Date of any taxable period that includes but does not end on the Closing Date.

(ll) “Purchaser Group” means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(mm) “Retained Business” means any business that is not the Acquired Business.

(nn) “Sale Order” means a Final Order of the Bankruptcy Court, in form and substance reasonably acceptable to the Purchaser, approving the sale of the Acquired Assets consistent with the terms of this Agreement and the Bidding Procedures Order.

(oo) “Seller Parties” means Sellers and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled persons, managers, agents, Advisors, successors or permitted assigns.

(pp) “Seller Plans” means (i) nonqualified deferred compensation or retirement plans, (ii) qualified “defined contribution plans” (as such term is defined under Section 3(34) of ERISA), (iii) qualified “defined benefit plans” (as such term is defined under Section 3(35) of ERISA), (iv) “welfare benefit plans” (as such term is defined under Section 3(1) of ERISA) or (v) severance, incentive or bonus, stock purchase, stock option or equity incentive or any other material employee benefit plans, policy, programs or arrangements.

(qq) “Subsidiary” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(rr) “Tax” means any federal, state, local, non-U.S. or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, escheat, unclaimed property, ad valorem/personal property, stamp, excise,

occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(ss) “Tax Return” means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information (including any amendments thereto) that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

(tt) “Transaction Documents” means (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement, (iii) the Transition Services Agreement, if any, (iv) the Class B Member Consent and (v) the other agreements, instruments, and documents required to be delivered in connection with this Agreement.

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11.3 Rules of Interpretation

Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules, the Transaction Documents and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and Exhibit references contained in this Agreement are references to sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(d) The words “to the extent” shall mean “the degree by which” and not “if.”

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(h) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed “delivered”, “provided” or “made available” by the Sellers, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Purchaser or any of Purchaser’s attorneys, in each case no later than twenty-four (24) hours prior to the date of this Agreement.

(k) Any reference to any agreement or contract will be a reference to such agreement or contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER

SLC FASHION, LLC

By: 

Name: Tarik Brooks

Title: President

GUARANTOR

CEOPCO, LLC

By: 


Name: Tarik Brooks

Title: President

SELLERS

GBG SEAN JOHN LLC

DocuSigned by:

By: 
Name: Robert Smits
Title: EVP and Secretary

PACIFIC ALLIANCE USA, INC.

DocuSigned by:


By: 
Name: Robert Smits
Title: EVP and Secretary

EXHIBIT A
FORM OF BILL OF SALE

This BILL OF SALE (this “Agreement”) is executed effective as of [●], 2021, by and among SLC FASHION, LLC, a Delaware limited liability company (“Purchaser”), GBG SEAN JOHN LLC, a Delaware limited liability company (“SJ LLC”) and PACIFIC ALLIANCE USA INC., a Delaware corporation (“Pacific Alliance”, and together with the SJ LLC, each a “Seller” and collectively “Sellers”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Pacific Alliance, together with certain of its affiliates including GBG USA Inc. a Delaware corporation (collectively, the “Initial Debtors”) filed voluntary petitions for relief on July 29, 2021 under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered for procedural purposes only (collectively, the “Bankruptcy Case”);

WHEREAS, SJ LLC (collectively with the Initial Debtors, the “Debtors”) filed voluntary petitions for relief on [], 2021 under Chapter 11 of the Bankruptcy Code as an additional Debtor in the Bankruptcy Case;

WHEREAS, in connection with the Bankruptcy Case, Sellers and Purchaser have entered into that certain Asset Purchase Agreement, dated as of [●], 2021 (the “Purchase Agreement”);

WHEREAS, Sellers desire to sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser desires to purchase, acquire and accept from Sellers, all of Sellers’ rights, titles, and interests in, to and under the Acquired Assets; and

WHEREAS, pursuant to the Purchase Agreement, Sellers and Purchaser have agreed to enter into this Agreement pursuant to which the Acquired Assets will be conveyed to Purchaser.

NOW, THEREFORE, for and in consideration of the payment by Purchaser of the Purchase Price pursuant to and in accordance with the terms of the Purchase Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale; Assignment; Transfer; Conveyance and Delivery. Sellers hereby irrevocably SELL, CONVEY, ASSIGN, TRANSFER, and DELIVER to Purchaser (or its affiliated designee) and its successors and assigns for its and their own use forever, as provided in the Purchase Agreement, all of the rights, titles and interests of Sellers as of the Closing in and to all of the Acquired Assets, and Purchaser hereby PURCHASES, ACQUIRES and ACCEPTS from Sellers all of Sellers’ rights, titles and interests in and to all of the Acquired Assets, free and clear of any Encumbrances and any successor liability.

2. Priority. Notwithstanding anything in this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, alter, replace, amend, change, diminish, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and

remedies or any of the obligations (including for indemnification) of Sellers or Purchaser set forth in the Purchase Agreement. This Agreement is intended only to effect the sale, assignment, transfer, conveyance and delivery to Purchaser of Sellers' rights, titles and interests in the Acquired Assets free and clear of any Encumbrances and any successor liability pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement, which shall in all respects survive the execution and delivery of this Agreement in accordance with its terms. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

3. Successors and Assigns. This Agreement shall be binding upon Purchaser and, subject to entry of the Bidding Procedures Order (with respect to the matters covered thereby) and the Sale Order, Sellers, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

4. No Assumption of Liabilities. Except as otherwise set forth in the Purchase Agreement, nothing expressed or implied in this Agreement shall be deemed to be an assumption by Purchaser of any Excluded Liabilities of Sellers.

5. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any Action arising out of or related to this Agreement may be instituted in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in any state or federal court sitting in the State of New York), and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A signed digital copy of this Agreement shall be treated as an original.

7. Descriptive Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

9. Entire Agreement. This Agreement, the Purchase Agreement and the other Transaction Documents constitute the entire agreement of the parties hereto relating to the purchase of the rights, titles and interests in and to the Acquired Assets, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, subject to the terms and conditions listed in Section 3 hereof.

10. Amendments. This Agreement may be amended, supplemented or changed only by a writing signed by all parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

PURCHASER

SLC FASHION, LLC

By: _____
Name:
Title:

SELLERS

GBG SEAN JOHN LLC

By: _____
Name:
Title:

PACIFIC ALLIANCE USA INC.

By: _____
Name:
Title:

EXHIBIT B
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 2021, by and among SLC FASHION, LLC, a Delaware limited liability company (“Assignee”), GBG SEAN JOHN LLC, a Delaware limited liability company (“SJ LLC”) and PACIFIC ALLIANCE USA, INC., a Delaware corporation (“Pacific Alliance”, and together with the SJ LLC, “Assignors”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Pacific Alliance, together with certain of its affiliates including GBG USA Inc. a Delaware corporation (collectively, the “Initial Debtors”) filed voluntary petitions for relief on July 29, 2021 under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered for procedural purposes only (collectively, the “Bankruptcy Case”);

WHEREAS, SJ LLC (collectively with the Initial Debtors, the “Debtors”) filed voluntary petitions for relief on [], 2021 under Chapter 11 of the Bankruptcy Code as an additional Debtor in the Bankruptcy Case;

WHEREAS, in connection with the Bankruptcy Case, Assignors and Assignee have entered into the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are incorporated herein by this reference), pursuant to which Assignee is acquiring the Acquired Assets from Assignors as described therein;

WHEREAS, the assignment, transfer and conveyance of such Acquired Assets to Assignee includes, as a condition thereof, the assumption by Assignee of all Assumed Liabilities; and

WHEREAS, Assignee and Assignors now desire to evidence and effectuate the assignment, transfer and conveyance by Assignors to Assignee of the Acquired Assets and the assumption by Assignee of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignors hereby covenant and agree as follows:

1. Assignors agree to, and hereby do, sell, convey, assign, transfer, and deliver Assignee (or its affiliated designee) and its successors and assigns for its and their own use forever, as provided in the Purchase Agreement, all of the rights, titles and interests of Assignors as of the Closing in and to all of the Acquired Assets, and Assignee agrees to, and hereby does purchase, acquire and accept from Assignors all of Assignors’ rights, titles and interests in and to all of the Acquired Assets, free and clear of any Encumbrances and any successor liability.

2. Assignors agree to, and hereby do, assign to Assignee, and Assignee agrees to, and hereby does, accept and assume, and agrees to pay, honor, perform and discharge when due, the Assumed Liabilities in accordance with the terms set forth in the Purchase Agreement and any and

all Transaction Documents. Upon the consummation of the transactions contemplated hereby, Assignors shall not have any liability or obligation, direct or indirect, absolute or contingent, related to any of the Assumed Liabilities (except as set forth in the indemnification provisions of the Purchase Agreement). For the avoidance of doubt, Assignee shall not assume, succeed to or have any liability or obligation, direct or indirect, absolute or contingent, related to any of the Excluded Liabilities, all of which Assignors hereby agree to retain, remain solely liable for and to pay and satisfy when due.

3. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. A signed digital copy of this Agreement shall be treated as an original.

4. The Purchase Agreement, this Agreement and the other Transaction Documents embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all other prior agreements and understandings among the parties hereto with respect to such subject matter. Notwithstanding anything in this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, alter, replace, amend, change, diminish, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies or any of the obligations (including for indemnification) of Assignors or Assignee set forth in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

6. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any Action arising out of or related to this Agreement may be instituted in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in any state or federal court sitting in the State of New York), and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

7. This Agreement can be amended, supplemented or changed only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNORS:

GBG SEAN JOHN LLC

By: _____
Name: _____
Title: _____

PACIFIC ALLIANCE USA INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

SLC FASHION, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF TRANSITION SERVICES AGREEMENT

See attached.

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement, dated as of [●], 2021 (this "**Agreement**"), is entered into between GBG SEAN JOHN LLC, a Delaware corporation (the "**Company**"), and the affiliates of the Company that are indicated on the signature pages attached hereto (together with the Company, each a "**Seller**" and collectively "**Sellers**"), and SLC FASHION, LLC, a Delaware limited liability company ("**Purchaser**") ("**Purchaser**").

RECITALS

WHEREAS, Purchaser and Sellers entered into that certain Asset Purchase Agreement, dated as of December 1, 2021 (the "**Purchase Agreement**"), pursuant to which Sellers agreed to sell and assign to Purchaser, and Purchaser has agreed to purchase and assume from Sellers, certain Acquired Assets, and certain Assumed Liabilities, of the Acquired Business (as such capitalized terms are defined in the Purchase Agreement), all as more fully described therein;

WHEREAS, in order to ensure an orderly transition of the Acquired Business to Purchaser and as a condition to consummating the transactions contemplated by the Purchase Agreement, Purchaser and Sellers have agreed to enter into this Agreement, pursuant to which Sellers will provide, and/or cause their respective Affiliates to provide, Purchaser with certain services, in each case on a transitional basis and subject to the terms and conditions set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Purchaser and Sellers hereby agree as follows:

ARTICLE I SERVICES

Section 1.01 Provision of Services.

(a) Sellers agree to provide, and/or to cause their respective Affiliates or designated third party service providers to provide, the services (the "**Services**") set forth on the exhibits attached hereto (as such exhibits may be amended or supplemented pursuant to the terms of this Agreement, collectively, the "**Service Exhibits**") to Purchaser for the respective periods and on the other terms and conditions set forth in this Agreement and in the respective Service Exhibits.

(b) Subject to Section 2.03 and Section 2.04, the obligations of Sellers under this Agreement to provide Services shall terminate with respect to each Service on the end

date specified in the applicable Service Exhibit (the "**End Date**"). Notwithstanding the foregoing, the parties acknowledge and agree that Purchaser may determine from time to time that it does not require all the Services set out on one or more of the Service Exhibits or that it does not require such Services for the entire period up to the applicable End Date. Accordingly, Purchaser may terminate any Service, in whole and not in part, upon no less than ten (10) days written notice to Sellers in writing of any such determination.

Section 1.02 IP License Agreements.

(a) Sellers hereby grant, and agree to cause CAA-GBG USA, LLC ("CAA-GBG") to grant, to Purchaser the right, but not the obligation, solely from the date hereof until the six-month anniversary hereof, to engage CAA-GBG's brand management services team to assist with communications, negotiations and business planning as between the Purchaser and the counterparties under any and all of the intellectual property that is licensed pursuant to the agreements listed on Exhibit A hereto (the "Sean John Licenses"), regarding the runoff and/or termination of the Sean John Licenses and potential rebranding of the Acquired Business, in each case, as directed by Purchaser (the "Brand Management Services"). To the extent Brand Management Services are requested, all such Brand Management Services shall be provided by Sellers, or Sellers shall cause CAA-GBG to provide such Brand Management Services; provided that (i) Sellers' full consideration for provision of any Services by the Sellers' personnel set forth on the Service Exhibit shall be the rates set forth on the Service Exhibit, and (ii) the costs of any Brand Management Services to be provided by CAA-GBG shall be at the cost set forth on the applicable Service Exhibit (the "Brand Management Fees"). For the avoidance of doubt, except as otherwise agreed by Purchase and CAA-GBG, Purchaser shall have the right to opt out of the Brand Management Services on no less than thirty (30) days written notice to Sellers in accordance with Section 1.1(b).

(b) During the period in which CAA-GBG provides Brand Management Services to Purchaser, if any, Purchaser hereby grants to CAA-GBG, a non-exclusive, non-transferable, sublicensable (to the extent set forth in this paragraph), worldwide license and right respective to all of the intellectual property covered by the Sean John Licenses, to the extent of Purchaser's interest therein, exercisable without payment of royalty or other compensation such that CAA-GBG may, or may allow its and/or the Company's distributors, brand managers and customers (the "Sean John Customers") to, use, market, repossess, possess, store, process, sell, transfer, distribute, and dispose of any tangible inventory utilizing any of the Sean John Licenses, in each case, at the direction of Purchaser and solely in connection with the Brand Management Services. For the avoidance of doubt and to the extent engaged by Purchaser as set forth in this clause, CAA-GBG will be entitled to the Brand Management Fees.

Section 1.03 Standard of Service. Sellers represent, warrant and agree that the Services shall be provided in good faith, in accordance with Law and, except as specifically provided in the Service Exhibits, in a manner generally consistent with the historical

provision of the Services and with the same standard of care as provided in the six (6) months prior to the date hereof. Subject to Section 1.044, Sellers agree to assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the preceding sentence.

Section 1.04 Third-Party Service Providers. Sellers may retain and use one or more third party service providers to provide some of the Services to Purchaser, provided that Sellers shall in all cases retain responsibility for the provision to Purchaser of Services to be performed by any third-party service provider or subcontractor or by any of Sellers' Affiliates.

ARTICLE II COMPENSATION

Section 2.01 Responsibility for Wages and Fees. For such time as any employees of Sellers or any of their respective Affiliates are providing the Services to Purchaser under this Agreement, (a) such employees will remain employees of Sellers or such Affiliate, as applicable, and shall not be deemed to be employees of Purchaser for any purpose, and (b) Sellers or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 2.02 Terms of Payment and Related Matters.

(a) As consideration for provision of the Services, Purchaser shall pay Sellers the amount specified for each Service on such Service's respective Service Exhibit.

(b) As more fully provided in the Service Exhibits and subject to the terms and conditions therein:

(i) Sellers shall provide Purchaser, in accordance with Section 6.01 of this Agreement, with monthly invoices ("**Invoices**"), which shall set forth in reasonable detail, with such supporting documentation as Purchaser may reasonably request with respect to amounts payable under this Agreement; and

(ii) payments pursuant to this Agreement shall be made within thirty (30) days after the date of receipt of an Invoice by Purchaser from Sellers.

(c) It is the intent of the parties that the compensation set forth in the respective Service Exhibits reasonably approximate the out-of-pocket cost of providing the Services, without any intent to cause Sellers to receive profit or incur loss. If at any time Sellers believe that the payments contemplated by a specific Service Exhibit are materially insufficient to compensate it for the cost of providing the Services it is obligated to provide hereunder, or Purchaser believes that the payments contemplated by a specific Service

Exhibit materially overcompensate Sellers for such Services, such party shall notify the other party as soon as possible, and the parties hereto will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to pricing of such Services for future periods.

Section 2.03 Extension of Services. The parties agree that Sellers shall not be obligated to perform any Service after the applicable End Date; *provided, however*, that if Purchaser desires and Sellers agree to continue to perform any of the Services after the applicable End Date, the parties shall negotiate in good faith to determine an amount that compensates Sellers for all of its costs for such performance. The Services so performed by Sellers after the applicable End Date shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

Section 2.04 Terminated Services. Upon termination or expiration of any or all Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, Sellers shall have no further obligation to provide the applicable terminated Services and Purchaser will have no obligation to pay any future compensation relating to such Services (other than for or in respect of Services already provided in accordance with the terms of this Agreement and received by Purchaser prior to such termination).

Section 2.05 Taxes. Sellers shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of Services by Sellers.

ARTICLE III TERMINATION

Section 3.01 Termination of Agreement. Subject to Section 3.04, this Agreement shall terminate in its entirety (i) on the date upon which Sellers shall have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with Section 1.01(b), **1.02 or** Section 3.02 or (ii) in accordance with Section 3.03.

Section 3.02 Breach. Any party (the "**Non-Breaching Party**") may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon prior written notice to the other party (the "**Breaching Party**") if the Breaching Party has failed to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of thirty (30) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such service.

Section 3.03 Insolvency. In the event that Sellers shall (i) become or are declared insolvent, (ii) make an assignment on behalf of all or substantially all of its creditors, or

(iii) take any corporate action for its winding up or dissolution, then Purchaser shall have the right to terminate this Agreement immediately by providing written notice to Sellers.

Section 3.04 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to Section 3.01, all obligations of the parties hereto shall terminate, except for the provisions of Section 2.04, Section 2.05, Article IV, Article V and Article VI, which shall survive any termination or expiration of this Agreement.

ARTICLE IV CONFIDENTIALITY

Section 4.01 Confidentiality.

(a) During the term of this Agreement and thereafter, the parties hereto shall, and shall instruct their respective Representatives to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "**Confidential Information**"). Each party hereto shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the parties, any party receiving any Confidential Information of the other party (the "**Receiving Party**") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "**Permitted Purpose**"). Any Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 4.01 and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided, however*, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a Governmental Order, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "**Disclosing Party**"), and take reasonable steps to assist in contesting such Governmental Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such Governmental Order.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this Section 4.01; (ii) was rightfully received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

ARTICLE V

INDEMNIFICATION

Section 5.01 Indemnification. Subject to the limitations set forth herein, each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and each of their respective Representatives (collectively, the "**Indemnified Parties**") from and against any and all Losses of the Indemnified Parties relating to, arising out of or resulting from the material breach of this Agreement.

Section 5.02 Indemnification Procedures The indemnification procedures set forth in Section 6.04 of the Purchase Agreement shall be deemed incorporated into, and made a part of, this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Notices. All Invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in Section 10.3 of the Purchase Agreement.

Section 6.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions

contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.04 Entire Agreement. This Agreement, including all Service Exhibits and the Purchase Agreement, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to the following sentence, neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing sentence, Purchaser may, without the prior written consent of Sellers, assign all or any portion of its right to receive Services to any of its Affiliates that participate in the operation of the Acquired Business. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 6.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service

of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.09 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby. Each party to this agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 6.09.

Section 6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. An electronic copy of this Agreement shall be treated as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first written above by their respective officers thereunto duly authorized.

SLC FASHION, LLC

By: _____

Name:

Title:

GBG SEAN JOHN LLC

By: _____

Name: Robert Smits

Title: Secretary

GBG – Sean John TSA Service Exhibits

Reference Materials

November 30, 2021

One-Time TSA Services¹

The services below represent one-time services which will be provided at no cost.

Service	Service Description
E-Commerce	<ul style="list-style-type: none">• Provide access to paid search provider and technology provider.• Provide customer and/or loyalty database for all customers including purchase history, email, address, etc.• Provide digital assets in a usable format, including, but not limited, to photographs, videos, copy, and graphical designs.
Product Development	<ul style="list-style-type: none">• Deliver all tech packs for 2021/2022 line plus available historical tech packs.• Deliver 2021/2022 full sample line of final TOP samples.• Deliver any physical proto samples of 2022/2023 styles.• Deliver all product files.
Production / Sourcing	<ul style="list-style-type: none">• Provide key contacts with vendors, sourcing agents, QC network.• Provide key contacts with freight forwarders in US and Europe.
Human Resources Services	<ul style="list-style-type: none">• For employees hired from GBG, provide historical compensation data including compensation history, including performance/bonus compensation for last 3 years.
Marketing Services	<ul style="list-style-type: none">• Deliver all current marketing assets including any current and future campaign assets.• Deliver all Ecom, catalog and product marketing related digital assets.• Deliver Social Media control (including all passwords/accounts).

¹Services will be provided to the extent the data is available; internal review ongoing.

Ongoing TSA Services: Personnel – Brand Level & Corporate Operations

The below illustrates the direct brand level or operational personnel requested to support the transition of Sean John on part-time / temporary or full-time basis.

Brand Level

Full Name	Title	Location	Annual Salary Base	Base Salary w / Taxes & Benefits ¹	Monthly Salary ¹	% Alloc.	Monthly TSA Cost	Term
Alain Lafontant	VP, Sales Division Head	New York, NY	\$275,000	\$338,250	\$28,188	100%	\$28,188	3 months, with option to contract directly beyond.

Corporate Operations

Full Name	Title	Location	Annual Salary Base	Base Salary w / Taxes & Benefits ¹	Monthly Salary ¹	Hourly Rate ^{2,3}	Term
Katherine (Ekaterini) Siomos	VP, Operations (Inventory Support)	New York, NY	\$155,000	\$190,650	\$15,888	\$100	As needed, although likely one-time charge.

¹Assumes 23% taxes/benefits.

²Based on loaded monthly salary at 160 hours / month.

³Subject to increase if replaced with temporary labor.

Ongoing TSA Services: Personnel – Shared Resources

The below reflects the illustrative monthly cost at illustrative headcount levels of shared resources available to support the transition of finance, accounting and tax functions through 12/31. Buyer would have to contract with individuals directly post-12/31.

Function	Headcount	Annual Cost	Monthly TSA Cost ¹	Description
Accounts Receivable	Three (3)	\$52,500	\$4,370	Credit, collections and compliance support
Finance	One (1)	\$144,000	\$12,000	Budgeting and general accounting support
Total		\$196,500	\$16,375	

¹Monthly cost subject to increase as employees leave and are replaced with temporary labor.

Ongoing TSA Services: Brand Management Services

The below reflects the ongoing TSA services available to the Purchaser if requested in connection with the engagement of CAA-GBG's brand management services team.

Service	Service Description
Brand Management Services¹	<ul style="list-style-type: none">Assist with communications, negotiations and business planning between the Purchaser and the counterparties under any and all of the intellectual property that is licensed pursuant to the agreements listed in Exhibit A of the TSA regarding the runoff and/or termination of the Sean John Licenses and potential rebranding of the Acquired Business.Fee: The Purchaser shall pay to CAA-GBG a commission fee equal to 20% of the revenue under each applicable license with respect to the period in which CAA-GBG is providing services (the "Brand Management Fee").

¹The Brand Management Services and the commission rate associated with the Brand Management Fees are consistent with historical services and fees per the Sean John LLC Operating Agreement.

Disclaimer

This presentation, together with all associated oral or written materials prepared or presented (the “Materials”) have been prepared and provided in good faith exclusively by GBG USA Inc. (“GBG” or the “Company”), Ducera Partners LLC (“Ducera”), Ankura Consulting Group, LLC (“Ankura”) and Willkie Farr & Gallagher LLP (“Willkie”, and collectively with Ankura and Ducera, the “Company Advisors”) on a confidential basis. Neither the Company nor its Company Advisors nor any of their respective affiliates, advisers, representatives, officers, agents or employees make any representation, warranty or undertaking, express or implied, with respect to the Materials, and no responsibility or liability is accepted by any of them as to the accuracy, completeness or reasonableness of the Materials. The information contained in the Materials is as of the date hereof, and the Company and the Company Advisors expressly disclaim any obligation to update the information herein presented or to correct any inaccuracies in the Materials that may become apparent. You should conduct your own investigation into any information contained in the Materials. Neither the Company nor the Company Advisors shall have any liability, whether direct or indirect, in contract or tort or otherwise, to any person in connection with the Materials.

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Unless otherwise specified, estimated preliminary financial information included in the Materials reflects the Company’s and the Company Advisors’ current good faith estimates for such periods, and is based upon information available to the Company Advisors as of the date of these Materials and is not a comprehensive statement of GBG’s financial position and has not been audited or reviewed by an independent registered public accounting firm.

The Materials are being provided to you for informational purposes only and based upon the express understanding that you will keep confidential the information contained herein or sent herewith, or made available in connection with further inquiries pursuant to the terms of the confidentiality obligations described herein. The Materials and any other information supplied shall not be copied, reproduced or distributed to any other person at any time without the prior written consent of GBG (other than to your directors, officers, employees and professional advisers who need to know the confidential information and, even then, only provided that such parties are subject to the same confidentiality obligations as those set forth herein).

The Materials may contain material, non-public information within the meaning of the United States Federal Securities Laws with respect to the Company and its securities.

The above provisions apply in addition to those included in any non-disclosure agreement that the recipient of the Materials has executed with GBG prior to receipt hereof. Nothing contained herein shall supersede or limit the provisions of any non-disclosure agreement.

DISCLOSURE SCHEDULES
to
ASSET PURCHASE AGREEMENT
DATED AS OF DECEMBER 1, 2021
BY AND AMONG
SLC FASHION, LLC, AS THE PURCHASER
CEOPCO, LLC, AS THE GUARANTOR
AND
GBG SEAN JOHN LLC
AND PACIFIC ALLIANCE USA INC., AS THE SELLERS

Dated as of December 1, 2021

These Disclosure Schedules (the “**Schedules**”) are made and given pursuant to the Asset Purchase Agreement, dated as of December 1, 2021 by and among SLC FASHION, LLC, a Delaware limited liability company (“**Purchaser**”), CEOPCO, LLC, a Delaware limited liability company (“**Guarantor**”), GBG SEAN JOHN LLC, a Delaware limited liability company (the “**Company**” or “**SJ LLC**”) and PACIFIC ALLIANCE USA INC., a Delaware corporation (“**Pacific Alliance**”, and together with SJ LLC, each a “**Seller**” and collectively “**Sellers**”) (the “**Agreement**”). Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in the Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in the Agreement, the Schedules or the attached Exhibits is not intended to imply that the amounts are or are not material or are within or outside of the Ordinary Course, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in the representations and warranties contained in the Agreement, the Schedules or Exhibits in any dispute or controversy between the Parties as to whether the amount or items are material or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties’ representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item which terms will be deemed disclosed for all purposes of the Agreement.

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Schedule 1.1(a)
Assigned Contracts

1. License Agreement, dated as of August 16, 2017, by and between Allure Eyewear, LLC and the Company, as amended by a Renewal dated as of January 27, 2021.
2. License Agreement, dated as of December 1, 2013, by and between the Company and S. Rothschild & Co., Inc., as amended by a Renewal dated as of June 2, 2016, as further amended by a Second Renewal dated as of October 13, 2020.
3. License Agreement, dated as of July 1, 2018, by and between Sportlife Brands, LLC and the Company, as amended by an Amendment dated as of April 28, 2021.
4. License Agreement, dated as of March 23, 2020, by and between Missguided Limited and the Company, as amended by that First Amendment dated as of July 1, 2021.
5. Binding Licensing Term Sheet, dated as of January 1, 2019, by and between PEM America, Inc. and the Company, as amended by that Termination and Mutual Release Agreement, dated as of July 1, 2021.
6. License Agreement, dated as of June 1, 2004, by and between Peerless Clothing International, Inc. and the Company, as amended by a Second Renewal, dated as of June 2010, as further amended by a Third Renewal, dated as of November 9, 2016, as further amended by a Fourth Renewal, dated as April 2, 2014, as further amended by a Fifth Renewal, dated as of August 6, 2019, and as further amended by a Sixth Renewal, dated as of May 4, 2021.
7. Agreement, dated as of November 22, 2013, by and between Jacavi Beauty Group, LLC and the Company, as amended by an Amendment dated as of May 31, 2017, and as further amended by a Second Amendment.
8. License Agreement, dated as of August 24, 2020, by and between Snipes SE and the Company.
9. Term Sheet, dated as June 8, 2021, by and between Arise Brands LLC and the Company.
10. License Agreement, dated as of December 3, 2020, by and between Concepts in Time LLC and the Company.
11. License Agreement, dated as of May 8, 2013, by and between Allura Imports, Inc. and the Company, as amended by a First Amendment, dated as of July 1, 2017, and as further amended by a Second Amendment, dated as of July 2020.
12. Agreement with Google, Inc. regarding the Company's Google AdWords account.
13. Proposal from StyleExpo, dated as of February 6, 2013, and all Amendments thereto.
14. Shopify Plus Agreement, dated as of May 31, 2019, by and between GBG USA, Inc. and Shopify Inc.
15. Returnly Sales Contract, dated as of July 25, 2019, by and between GBG USA, Inc. and Shopify Inc.

Schedule 1.1(e)
Trademarks and Trade Names

Attached hereto as Schedule 1.1(e).

GBG TM (20200112)

COUNTRY	APPLICATION NUMBER	DATE FILED	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	MARK	IMAGE	CLASS	OWNER	BUSINESS DIVISION	RENEWAL DATE
Argentina	3348577		Registered	2813513	Jul 6, 2016	SEAN JOHN		25	Christian Casey LLC	GBG Sean John LLC	Jan 6, 2026
Argentina	3598594	Apr 26, 2007	Registered	2918618	Apr 26, 2007	SEAN JOHN		03	Christian Casey LLC	GBG Sean John LLC	Oct 26, 2026
Argentina	3663882		Registered	2199168	Nov 27, 2007	UNFORGIVABLE SEAN JOHN		03	GBG Sean John LLC	GBG Sean John LLC	May 27, 2027
Aruba	IM04082618		Registered	23156	Nov 4, 2004	ENYCE		03, 09, 14, 18, 25	L.C. Licensing, Inc	GBG Sean John LLC	Aug 24, 2024
Bahamas	27264		Registered	27264	Sep 29, 2008	ENYCE		10	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahamas	27265		Registered	27265	Sep 29, 2008	ENYCE		14	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahamas	27266		Registered	27266	Sep 29, 2008	ENYCE		18	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahamas	27267		Registered	27267	Sep 29, 2008	ENYCE		38	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahamas	27268		Registered	27268	Sep 29, 2008	ENYCE		48	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahamas	27269		Registered	27269	Aug 28, 2008	ENYCE		50	L.C. Licensing, Inc	GBG Sean John LLC	Dec 6, 2032
Bahrain	43215		Registered	43215	Jan 17, 2007	ENYCE		25	L.C. Licensing, Inc	GBG Sean John LLC	Jan 3, 2025
Bangladesh	191925		Registered	191925	Nov 8, 2015	EE ENYCE DESIGN III		18	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 8, 2022
Bangladesh	191926		Registered	191926	Nov 8, 2015	EE ENYCE DESIGN III		25	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 8, 2022
Bangladesh	191927		Registered	191927	Nov 8, 2015	EE ENYCE DESIGN III DOTTED		18	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 8, 2022
Bangladesh	191928		Registered	191928	Nov 8, 2015	EE ENYCE DESIGN III DOTTED		25	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 8, 2022
Bangladesh	72009		Registered	72009	Jul 27, 2014	SEAN JOHN		25	Christian Casey LLC	GBG Sean John LLC	Aug 22, 2028
Belize	302905		Registered	302905	Jul 18, 2005	ENYCE		03, 09, 14, 18, 25	L.C. Licensing, Inc	GBG Sean John LLC	Apr 11, 2025
Bermuda	41470		Registered	41470	Nov 10, 2005	ENYCE		03	L.C. Licensing, Inc	GBG Sean John LLC	Oct 14, 2025
Bolivia	37922004		Registered	108747C	Jun 6, 2007	ENYCE		03	L.C. Licensing, Inc	GBG Sean John LLC	Jun 6, 2027
Botswana	200800627		Registered	BWM0800627	Mar 26, 2010	SEAN JOHN		03	Christian Casey LLC	GBG Sean John LLC	Oct 15, 2028
Brazil	821147897	Oct 21, 1998	Registered	821147897	Apr 30, 2002	EE ENYCE DESIGN II		25	L.C. Licensing, Inc	GBG Sean John LLC	Apr 30, 2022
Brazil	822348357	Jan 6, 2000	Registered	822348357	Dec 27, 2005	SEAN JOHN (STYLIZED SIGNATURE I)		25	Christian Casey LLC	GBG Sean John LLC	Dec 27, 2025
Brazil	826550630	May 24, 2004	Registered	826550630	Aug 25, 2009	SEAN JOHN		03	Christian Casey LLC	GBG Sean John LLC	Aug 25, 2029
Brazil	827123280	Jan 18, 2005	Registered	827123280	Dec 4, 2007	ENYCE		03	L.C. Licensing, Inc	GBG Sean John LLC	Dec 4, 2027
Brazil	828066671	Jan 6, 2006	Registered	828066671	Jun 3, 2008	UNFORGIVABLE		03	Christian Casey LLC	GBG Sean John LLC	Jun 3, 2028
Brazil	829611932	Feb 27, 2008	Registered	829611932	Mar 24, 2015	I AM KING SEAN JOHN		03	Christian Casey LLC	GBG Sean John LLC	Mar 24, 2025
Brazil	907494145	Mar 28, 2014	Registered	907494145	Nov 1, 2016	3AM		03	Christian Casey LLC	GBG Sean John LLC	Nov 1, 2026
Bulgaria	2011120955N	Sep 27, 2011	Registered	82598	Nov 22, 2012	ENYCE SPORT AND DESIGN		14, 18, 25	JESSIE AND D LILA LLC	GBG Sean John LLC	Sep 27, 2021
Canada	1082566	Nov 14, 2000	Registered	TMA806500	Sep 12, 2011	SEAN JOHN		03, 09, 14, 16, 18	Sean Combs	GBG Sean John LLC	Sep 12, 2026
Canada	1262985	Jun 29, 2005	Registered	TMA692836	Jul 25, 2007	UNFORGIVABLE		03	Christian Casey LLC	GBG Sean John LLC	Jul 25, 2022
Canada	1380701	Jan 25, 2008	Registered	TMA748495	Sep 23, 2009	I AM KING SEAN JOHN		03	Sean Combs	GBG Sean John LLC	Sep 23, 2024
Canada	1549253	Oct 26, 2011	Registered	TMA971113	May 17, 2017	ENYCE		25, 35	GBG Sean John LLC	GBG Sean John LLC	May 17, 2032

Canada	1549254	Oct 26, 2011	Registered	TMA843384	Feb 15, 2013	EE ENYCE DESIGN II	25	GBG Sean John LLC	GBG Sean John LLC	Feb 15, 2028
Canada	1670065	Mar 27, 2014	Registered	TMA968510	Apr 19, 2017	3AM	03	GBG Sean John LLC	GBG Sean John LLC	Apr 19, 2032
Canada	1753920	Nov 9, 2015	Registered	TMA1032704	Jun 26, 2019	EE ENYCE DESIGN III DOTTED	18, 25	GBG Sean John LLC	GBG Sean John LLC	Jun 26, 2029
Canada	1753921	Nov 9, 2015	Registered	TMA1032652	Jun 26, 2019	EE ENYCE DESIGN III	18, 25	GBG Sean John LLC	GBG Sean John LLC	Jun 26, 2029
Canada	870504	Feb 26, 1998	Registered	TMA540913	Feb 7, 2001	SEAN JOHN	25	Sean Combs	GBG Sean John LLC	Feb 7, 2031
Chile	1058545		Registered	1057193	May 9, 2013	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	May 9, 2023
Chile	1132665		Registered	1150618	Nov 18, 2004	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Dec 30, 2014
Chile	1132665		Registered	1150618	Nov 18, 2004	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Nov 18, 2024
Chile	716762		Registered	802863	Dec 4, 2007	UNFORGIVABLE SEAN JOHN (STYLIZED)	03	Christian Casey LLC	GBG Sean John LLC	Dec 4, 2027
Chile	805271		Registered	835043	Nov 27, 2008	I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Nov 27, 2028
h	04100173		Registered	302806	Jul 7, 2015	ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Jul 7, 2025
Colombia	0447446		Registered	289720	Nov 25, 2014	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Nov 25, 2024
Colombia	06108643		Registered	335197	May 29, 2007	UNFORGIVABLE SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	May 29, 2027
Colombia	1201264	Mar 13, 2014	Registered	1201264	Mar 13, 2014	3AM	03	Christian Casey LLC	GBG Sean John LLC	Mar 13, 2024
Colombia	14094810		Registered	512348	Apr 15, 2015	3AM	03	Christian Casey LLC	GBG Sean John LLC	Apr 15, 2025
Costa Rica	20030003256		Registered	143771	Jan 26, 2004	SEAN JOHN	25	Sean Combs	GBG Sean John LLC	Jan 26, 2024
Costa Rica	203799		Registered	116154	Sep 20, 1999	EE ENYCE DESIGN II	25	ENYCE LLC	GBG Sean John LLC	Sep 20, 2029
Croatia	Z20041371A	Sep 3, 2004	Registered	Z20041371	Sep 15, 2005	ENYCE	03, 09, 14, 18, 25	JESSIE AND D LILA LLC	GBG Sean John LLC	Sep 3, 2024
Cuba	20050075		Registered	20050075	Feb 14, 2005	ENYCE	03, 09, 14, 18, 25	L.C. Licensing, Inc	GBG Sean John LLC	Feb 14, 2020
Cuba	20050075		Registered	20050075	Feb 14, 2005	ENYCE	03, 09, 14, 18, 25	L.C. Licensing, Inc	GBG Sean John LLC	Feb 14, 2025
Dominican Republic	0644805		Registered	156256	Sep 14, 2006	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Sep 14, 2011
Dominican Republic	0644805		Registered	156256	Sep 14, 2006	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Sep 14, 2026
Dominican Republic	200472426		Registered	145079	Nov 30, 2004	ENYCE	03, 25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 30, 2009
Dominican Republic	200472426		Registered	145079	Nov 30, 2004	ENYCE	03, 25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 30, 2024
Ecuador	116555		Registered	1776002	Aug 13, 2002	SEAN JOHN	25	GBG Sean John LLC	GBG Sean John LLC	Aug 13, 2022
Ecuador	177848		Registered	664107	Sep 13, 2007	UNFORGIVABLE SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Sep 13, 2027
Egypt	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 6, 2025
Egypt	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
Egypt	170884		Registered	170884	Jun 26, 2007	ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 28, 2024
Egypt	370223		Unfiled			SEAN JOHN	25	GBG Sean John LLC	GBG Sean John LLC	
Eswatini	1072015		Unfiled			ENYCE	18, 25	JESSIE AND D LILA LLC	GBG Sean John LLC	May 31, 2029
European Union	000786012	Mar 31, 1998	Registered	000786012	Aug 3, 1999	ENYCE	09, 14, 16, 18, 20, 25	GBG Sean John LLC	GBG Sean John LLC	Mar 31, 2028
European Union	000802553	Apr 17, 1998	Registered	000802553	Aug 9, 1999	enyce & device	25	GBG Sean John LLC	GBG Sean John LLC	Apr 17, 2028
European Union	000943662	Sep 30, 1998	Registered	000943662	Apr 19, 2001	ENYCE (STYLIZED) II	25	GBG Sean John LLC	GBG Sean John LLC	Sep 30, 2028
European Union	003796067	Apr 27, 2004	Registered	003796067	Jul 28, 2005	ENYCE	03, 06, 35	GBG Sean John LLC	GBG Sean John LLC	Apr 27, 2024
European Union	004461455	Jun 23, 2005	Registered	004461455	Jun 20, 2006	SEAN JOHN UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC	Jun 23, 2025
European Union	004484325	Jul 7, 2005	Registered	004484325	Jun 20, 2006	UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC	Jul 7, 2025
European Union	005620505	Jan 17, 2007	Registered	005620505	Oct 9, 2008	SEAN JOHN (STYLIZED SIGNATURE II)	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Jan 17, 2027

European Union	010265445	Sep 14, 2011	Registered	010265445	Feb 17, 2012	ENYCE SPORT AND DESIGN	14, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Sep 14, 2021
European Union	017417635	Oct 31, 2017	Registered	017417635	Feb 25, 2018	SEAN JOHN DENIM	25	GBG Sean John LLC	GBG Sean John LLC	Oct 31, 2027
European Union	1041156	May 25, 2010	Registered	1041156	May 25, 2010	I AM KING OF MIAMI	03	Christian Casey LLC	GBG Sean John LLC	May 25, 2030
European Union	1201264	Mar 13, 2014	Registered	1201264	Mar 13, 2014	3AM	03	Christian Casey LLC	GBG Sean John LLC	Mar 13, 2024
European Union	6610984	Jan 25, 2008	Registered	6610984	Jan 20, 2009	I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Jan 25, 2028
European Union	756544	Feb 26, 1998	Registered	756544	Aug 4, 2000	SEAN JOHN	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Feb 26, 2028
Germany	397245777	May 28, 1997	Registered	39724577	Oct 8, 1997	EE ENYCE DESIGN II	03, 05, 14, 25	GBG Sean John LLC	GBG Sean John LLC	May 28, 2027
Germany	397245777	May 28, 1997	Registered	39724577	Oct 8, 1997	EE ENYCE DESIGN II	03, 05, 14, 25	GBG Sean John LLC	GBG Sean John LLC	May 31, 2027
Germany	398094748	Feb 16, 1998	Registered	39809474	Mar 30, 1998	ENYCE	03, 05, 14, 25	GBG Sean John LLC L.C. Licensing, Inc	GBG Sean John LLC	Feb 16, 2028
Germany	398094748	Feb 16, 1998	Registered	39809474	Mar 30, 1998	ENYCE	03, 05, 14, 25	L.C. Licensing, Inc	GBG Sean John LLC	Feb 29, 2028
Ghana	0013782008		Registered	43309	Jun 13, 2014	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Aug 25, 2028
Guatemala	199901091		Registered	99592	Nov 17, 1999	EE ENYCE DESIGN II	25	ENYCE INC	GBG Sean John LLC	Nov 16, 2029
Guatemala	200408640		Registered	137789	Sep 5, 2005	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Sep 4, 2025
Guatemala	200408641		Registered	137238	Aug 11, 2005	ENYCE	03	L.C. Licensing, Inc	GBG Sean John LLC	Aug 10, 2025
Guatemala	201108148		Registered	201108148	Sep 27, 2011	ENYCE SPORT	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Sep 26, 2021
Guatemala	201108149		Registered	201108149	Sep 27, 2011	ENYCE SPORT	18	JESSIE AND D LILA LLC	GBG Sean John LLC	Sep 26, 2021
Guatemala	201108150		Registered	201108150	Sep 27, 2011	ENYCE SPORT	14	JESSIE AND D LILA LLC	GBG Sean John LLC	Sep 26, 2021
Haiti	1314G		Unfiled			ENYCE SPORT	14	JESSIE AND D LILA LLC	GBG Sean John LLC	
Haiti	1315G		Unfiled			ENYCE SPORT	18	JESSIE AND D LILA LLC	GBG Sean John LLC	
Haiti	1316G		Unfiled			ENYCE SPORT	25	JESSIE AND D LILA LLC	GBG Sean John LLC	
Honduras	05012961		Registered	105099	Jun 4, 2008	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Jun 4, 2028
Honduras	99001278		Registered	77403	Jun 14, 2000	ENYCE DESIGN	25	ENYCE INC	GBG Sean John LLC	Jun 14, 2030
Iceland	V0106718	Nov 3, 2017	Registered	V0106718	Nov 30, 2017	SEAN JOHN DENIM	18, 25	GBG Sean John LLC	GBG Sean John LLC	Nov 30, 2027
India	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
India	2621521	Oct 30, 2013	Pending			SEAN JOHN	03, 25	Christian Casey LLC	GBG Sean John LLC	Oct 30, 2023
India	2622265	Oct 31, 2013	Registered	2622265	Dec 5, 2018	SEAN JOHN (STYLIZED SIGNATURE II)	03, 25	Christian Casey LLC	GBG Sean John LLC	Oct 31, 2023
India	2919826	Mar 10, 2015	Registered		Jul 26, 2019	SEAN JOHN	09, 14, 18, 24, 35	Christian Casey LLC	GBG Sean John LLC	Mar 10, 2025
India	3051591	Apr 7, 2015	Pending			ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Apr 7, 2025
India	828140	Nov 18, 1998	Registered	828140	Mar 28, 2006	EE ENYCE DESIGN II	25	ENYCE LLC	GBG Sean John LLC	Nov 18, 2028
India	888535	Nov 26, 1999	Registered	888535	Nov 26, 1999	SEAN JOHN (STYLIZED SIGNATURE I)	25	Christian Casey LLC	GBG Sean John LLC	Nov 26, 2026
International Bureau (WIPO)	1041156	May 25, 2010	Registered	1041156	May 25, 2010	I AM KING OF MIAMI	03	Christian Casey LLC	GBG Sean John LLC	May 25, 2030
International Bureau (WIPO)	1201264	Mar 13, 2014	Registered	1201264	Mar 13, 2014	3AM	03	Christian Casey LLC	GBG Sean John LLC	Mar 13, 2024
International Bureau (WIPO)	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
International Bureau (WIPO)	1284191	Nov 9, 2015	Registered	1284191	Nov 9, 2015	EE ENYCE DESIGN III DOTTED	25	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025
International Bureau (WIPO)	1284192	Nov 9, 2015	Registered	1284192	Nov 9, 2015	EE ENYCE DESIGN	18, 25	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025

Israel	1249425	Apr 7, 2015 Registered	1249425	Apr 7, 2015 ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
Israel	172351	May 23, 2004 Registered	172351	Nov 7, 2005 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	May 23, 2024
Israel	186447	Jan 8, 2006 Registered	186447	Aug 6, 2007 UNFORGIVABLE SEAN JOHN (STYLIZED)	03	Christian Casey LLC	GBG Sean John LLC	Jan 8, 2026
Japan	1201264	Mar 13, 2014 Registered	1201264	Mar 13, 2014 3AM	03	Christian Casey LLC		Mar 13, 2024
Jordan	77816	Registered	77816	Jun 28, 2005 ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Dec 2, 2024
Kenya	2004056765	Registered	56765	May 17, 2005 ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 17, 2024
Kenya	2008063933	Registered	63933	Feb 21, 2010 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Aug 25, 2028
Kuwait	67731	Registered	57927	Apr 8, 2006 ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Dec 12, 2024
Lebanon	99170	Registered	99170	Aug 23, 2004 ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Aug 23, 2034
Mauritius	MUM0301026	Unfiled		EE ENYCE DESIGN II	25	ENYCE LLC	GBG Sean John LLC	
Mauritius	MUM0808106	Registered	077342009	Jul 21, 2009 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Aug 25, 2028
Mexico	1201264	Mar 13, 2014 Registered	1201264	Mar 13, 2014 3AM	03	Christian Casey LLC	GBG Sean John LLC	Mar 13, 2024
Mexico	1249425	Apr 7, 2015 Registered	1249425	Apr 7, 2015 ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
Mexico	1284191	Nov 9, 2015 Registered	1284191	Nov 9, 2015 EE ENYCE DESIGN III DOTTED	25	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025
Mexico	1284192	Nov 9, 2015 Registered	1284192	Nov 9, 2015 EE ENYCE DESIGN	18, 25	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025
Mexico	1708678	Nov 9, 2015 Registered	1838983	Jan 8, 2018 EE ENYCE AND DESIGN	18	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025
Mexico	1708679	Nov 9, 2015 Registered	1838984	Jan 8, 2018 EE ENYCE AND DESIGN	25	GBG Sean John LLC	GBG Sean John LLC	Nov 9, 2025
Mexico	405684	Jan 7, 2000 Registered	641841	Feb 21, 2000 SEAN JOHN	09	Christian Casey LLC	GBG Sean John LLC	Jan 7, 2030
Mexico	405685	Jan 7, 2000 Registered	641842	Feb 21, 2000 SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Jan 7, 2030
Mexico	405686	Jan 7, 2000 Registered	641843	Feb 21, 2000 SEAN JOHN	18	Christian Casey LLC	GBG Sean John LLC	Jan 7, 2030
Mexico	405687	Jan 7, 2000 Registered	642307	Feb 22, 2000 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Jan 7, 2030
Mexico	405688	Jan 7, 2000 Registered	642308	Feb 22, 2000 SEAN JOHN	14	Christian Casey LLC	GBG Sean John LLC	Jan 7, 2030
Mexico	715906	May 4, 2005 Registered	897322	Aug 26, 2005 ENYCE	09	L.C. Licensing, Inc	GBG Sean John LLC	May 4, 2025
Mexico	715907	May 4, 2005 Registered	927189	Mar 30, 2006 ENYCE	03	L.C. Licensing, Inc	GBG Sean John LLC	May 4, 2025
Mexico	715908	May 4, 2005 Registered	891788	Jul 26, 2005 ENYCE	14	L.C. Licensing, Inc	GBG Sean John LLC	May 4, 2025
Mexico	715909	May 4, 2005 Registered	926555	Mar 29, 2006 ENYCE	18	L.C. Licensing, Inc	GBG Sean John LLC	May 4, 2025
Mexico	715910	May 4, 2005 Registered	896513	Aug 24, 2005 ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	May 4, 2025
Mexico	757630	Dec 20, 2005 Registered	930785	Apr 25, 2006 SEAN JOHN UNFORGIVABLE	03	Christian Casey LLC	GBG Sean John LLC	Dec 20, 2025
Mexico	910191	Jan 29, 2008 Registered	1074563	Nov 27, 2008 I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Jan 29, 2028
Monaco	20215	Registered	9920082	Nov 20, 2008 EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Oct 1, 2028
Mozambique	141242008	Oct 17, 2008 Registered	141242008	Nov 12, 2014 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Oct 17, 2028
New Zealand	1249425	Apr 7, 2015 Registered	1249425	Apr 7, 2015 ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
New Zealand	301552	Nov 19, 1998 Registered	301552	Mar 16, 2000 EE ENYCE DESIGN II	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 19, 2025
New Zealand	722654	Dec 9, 2004 Registered	722654	Jun 8, 2006 ENYCE	14, 18, 25	JESSIE AND D LILA LLC	GBG Sean John LLC	Dec 9, 2024
New Zealand	746331	Apr 12, 2006 Registered	746331	Oct 12, 2006 UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC	Apr 12, 2026
New Zealand	783319	Jan 28, 2008 Registered	783319	Feb 12, 2009 I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Jan 10, 2028

New Zealand	783319	Jan 28, 2008	Registered	783319	Feb 12, 2009	I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Jan 28, 2028
New Zealand	809564	Jul 16, 2009	Registered	809564	Jan 21, 2010	SHE IS KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Jul 16, 2029
North Macedonia	2004618	Sep 1, 2004	Registered	12416	Dec 11, 2006	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Sep 1, 2024
Norway	200405521	May 24, 2004	Registered	227221	Jun 27, 2005	SEAN JOHN	03, 25	GBG Sean John LLC	GBG Sean John LLC	Jun 27, 2025
Norway	200600320	Jan 10, 2006	Registered	234366	Aug 17, 2006	UNFORGIVABLE SEAN JOHN (STYLIZED)	03	GBG Sean John LLC	GBG Sean John LLC	Aug 17, 2026
Norway	200801186	Jan 29, 2008	Registered	245851	May 13, 2008	I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	May 13, 2028
Oman	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 7, 2025
Pakistan	203887		Registered	203887	Nov 8, 2013	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Dec 13, 2024
Pakistan	203888		Registered	203888	Dec 13, 2004	ENYCE	18	L.C. Licensing, Inc	GBG Sean John LLC	Dec 13, 2024
Pakistan	231432		Registered	231432	Sep 8, 2010	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Jan 15, 2027
Pakistan	385559		Registered	385559	Apr 6, 2015	ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Apr 6, 2025
Panama	116849		Registered	116849	Aug 29, 2001	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Aug 29, 2021
Panama	139023		Registered	139023	Nov 22, 2004	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 22, 2024
Panama	143735		Registered	143735	Jul 13, 2005	UNFORGIVABLE SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Jul 13, 2025
Panama	97395		Registered	97395	May 18, 2000	EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 19, 2028
Paraguay	1115636		Registered	362452	May 16, 2012	EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	May 16, 2022
Paraguay	16130		Unfiled			ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	
Paraguay	16131		Unfiled			ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	
Paraguay	435116		Registered	280474	Jul 29, 2005	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Jul 29, 2025
Paraguay	747692017		Registered	303218	Oct 5, 2007	UNFORGIVABLE SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Oct 5, 2027
Peru	2006269862		Registered	P00076610	Nov 26, 2001	SEAN JOHN	25	Sean Combs	GBG Sean John LLC	Nov 26, 2021
Peru	2283412005		Registered	P00105375	May 6, 2005	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	May 6, 2025
Peru	2283902005		Registered	P00104533	Apr 13, 2005	ENYCE	03	L.C. Licensing, Inc	GBG Sean John LLC	Apr 13, 2025
Peru	2966362006		Registered	P00124752	Feb 15, 2007	UNFORGIVABLE SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Feb 15, 2027
Philippines	1201264	Mar 13, 2014	Registered	1201264	Mar 13, 2014	3AM	03	Christian Casey LLC		Mar 13, 2024
Poland	Z194752	Nov 24, 1998	Registered	R134811	Jan 31, 2002	EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Nov 24, 2028
Qatar	34166		Registered	34166	Feb 18, 2010	ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC	Nov 16, 2024
Republic of Korea	1201264	Mar 13, 2014	Registered	1201264	Mar 13, 2014	3AM	03	Christian Casey LLC		Mar 13, 2024
Romania	M200407277	Aug 27, 2004	Registered	069315	Aug 27, 2004	ENYCE	03, 09, 14, 18, 25	ENYCE LLC	GBG Sean John LLC	Aug 27, 2024
Russian Federation	2004711144	May 21, 2004	Registered	285475	Mar 29, 2005	SEAN JOHN	03, 18, 25	Sean Combs	GBG Sean John LLC	May 21, 2024
Russian Federation	2006700016		Registered	322942	Mar 21, 2007	UNFORGIVABLE SEAN JOHN (STYLIZED)	03	Christian Casey LLC	GBG Sean John LLC	Jul 11, 2025
Russian Federation	2008702411	Jan 31, 2008	Registered	374876	Mar 19, 2009	I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Jan 31, 2028
Saudi Arabia	142704880		Registered	142704880	Nov 3, 2007	UNFORGIVABLE	03	Christian Casey LLC	GBG Sean John LLC	Nov 20, 2025
Saudi Arabia	40303203		Registered	79499	Jul 18, 2005	ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	Jan 23, 2024
Saudi Arabia	89804		Registered	77729	Apr 9, 2005	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Oct 16, 2023

Singapore	1249425	Apr 7, 2015	Registered	1249425	Apr 7, 2015	ENYCE	03, 18, 25	GBG Sean John LLC	Apr 7, 2025
South Africa	199817155		Registered	9817155	Jan 3, 2002	EE ENYCE DESIGN II	25	ENYCE INC	GBG Sean John LLC Sep 25, 2028
South Africa	199921929		Registered	199921929	May 16, 2003	SEAN JOHN	25	Sean Combs	GBG Sean John LLC
South Africa	200408176		Registered	200408176	Oct 1, 2009	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC May 21, 2024
South Africa	200419997		Registered	200419997	Aug 4, 2010	ENYCE	03	JESSIE AND D LILA LLC	GBG Sean John LLC Nov 3, 2024
South Africa	200419998		Registered	200419998	Aug 4, 2010	ENYCE	09	JESSIE AND D LILA LLC	GBG Sean John LLC Nov 3, 2024
South Africa	200419999		Registered	200419999	Aug 4, 2010	ENYCE	14	JESSIE AND D LILA LLC	GBG Sean John LLC Nov 3, 2024
South Africa	200420000		Registered	200420000	Aug 4, 2010	ENYCE	18	JESSIE AND D LILA LLC	GBG Sean John LLC Nov 3, 2024
South Africa	200420001		Registered	200420001	Aug 4, 2010	ENYCE	25	JESSIE AND D LILA LLC	GBG Sean John LLC Nov 3, 2024
South Africa	200801897		Registered	200801897	Jul 20, 2010	I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC Jan 29, 2028
Switzerland	078621998	Sep 23, 1998	Registered	P460241	Apr 7, 1999	EE ENYCE DESIGN II	25	GBG Sean John LLC	GBG Sean John LLC Sep 23, 2028
Switzerland	34602000	Mar 22, 2000	Registered	P475036	Aug 10, 2000	SEAN JOHN JEANS COMPANY	09, 25	GBG Sean John LLC	GBG Sean John LLC Mar 22, 2030
Switzerland	510262008	Jan 25, 2008	Registered	574032	Jul 7, 2008	I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC Jan 25, 2028
Switzerland	534292004	May 24, 2004	Registered	P523341	Jun 30, 2004	SEAN JOHN	03, 25	GBG Sean John LLC	GBG Sean John LLC May 24, 2024
Switzerland	555742005	Jul 7, 2005	Registered	P538348	Sep 29, 2005	UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC Jul 7, 2025
Switzerland	563052004	Sep 17, 2004	Registered	P529878	Jan 20, 2005	LADY ENYCE	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC Sep 17, 2024
Switzerland	585942004	Dec 14, 2004	Registered	P530691	Feb 15, 2005	ENYCE	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC Dec 14, 2024
Tanganyika	2008708		Registered	TZT2008708	May 12, 2009	SEAN JOHN	03	CHRISTIAN CASEY, LLC	GBG Sean John LLC Sep 2, 2025
Turkey	200414947	May 25, 2004	Registered	200414947	Sep 5, 2005	SEAN JOHN	03, 25	Sean Combs	GBG Sean John LLC May 25, 2024
United Arab Emirates	106705		Registered	131405	Feb 6, 2011	I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC Feb 6, 2028
United Arab Emirates	234908		Registered	234908	Nov 8, 2015	SEAN JOHN	09	Christian Casey LLC	GBG Sean John LLC May 28, 2025
United Arab Emirates	234909		Registered	234909	Nov 8, 2015	SEAN JOHN	14	Christian Casey LLC	GBG Sean John LLC May 28, 2025
United Arab Emirates	234910		Registered	234910	Nov 8, 2015	SEAN JOHN	18	Christian Casey LLC	GBG Sean John LLC May 28, 2025
United Arab Emirates	234911	May 28, 2015	Registered	234911	Nov 8, 2015	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC May 28, 2025
United Arab Emirates	234912		Registered	234912	Nov 8, 2015	SEAN JOHN	35	Christian Casey LLC	GBG Sean John LLC May 28, 2025
United Arab Emirates	49254		Registered	41675	Aug 5, 2003	SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC Sep 4, 2022
United Arab Emirates	61014		Registered	506679	Jan 16, 2005	SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC May 24, 2024
United Kingdom	000786012	Mar 31, 1998	Registered	UK00900786012	Aug 3, 1999	ENYCE	09, 14, 16, 18, 20, 25	GBG Sean John LLC	GBG Sean John LLC Mar 31, 2028
United Kingdom	000802553	Apr 17, 1998	Registered	UK00900802553	Aug 9, 1999	enyce & device	25	GBG Sean John LLC	GBG Sean John LLC Apr 17, 2028
United Kingdom	000943662	Sep 30, 1998	Registered	UK00900943662	Apr 19, 2001	ENYCE (STYLIZED) II	25	GBG Sean John LLC	GBG Sean John LLC Sep 30, 2028
United Kingdom	003796067	Apr 27, 2004	Registered	UK00903796067	Jul 28, 2005	ENYCE	03, 06, 35	GBG Sean John LLC	GBG Sean John LLC Apr 27, 2024
United Kingdom	004461455	Jun 23, 2005	Registered	UK00904461455	Jun 20, 2006	SEAN JOHN UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC Jun 23, 2025
United Kingdom	004484325	Jul 7, 2005	Registered	UK00904484325	Jun 20, 2006	UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC Jul 7, 2025
United Kingdom	005620505	Jan 17, 2007	Registered	UK00905620505	Oct 9, 2008	SEAN JOHN (STYLIZED SIGNATURE II)	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC Jan 17, 2027
United Kingdom	10265445	Sep 14, 2011	Registered	UK00910265445	Feb 17, 2012	ENYCE SPORT AND DESIGN	14, 18, 25	GBG Sean John LLC	GBG Sean John LLC Sep 14, 2031
United Kingdom	012567129	Feb 5, 2014	Registered	UK00912567129	Mar 6, 2014	UNFORGIVABLE ELECTRIC	03	GBG Sean John LLC	GBG Sean John LLC Feb 5, 2024
United Kingdom	017417635	Oct 31, 2017	Registered	UK00917417635	Feb 25, 2018	SEAN JOHN DENIM	25	GBG Sean John LLC	GBG Sean John LLC Oct 31, 2027
United Kingdom	6610984	Jan 25, 2008	Registered	UK0096610984	Jan 20, 2009	I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC Jan 25, 2028
United Kingdom	756544	Feb 26, 1998	Registered	UK009756544	Aug 4, 2000	SEAN JOHN	03, 09, 14, 18, 25	GBG Sean John LLC	GBG Sean John LLC Feb 26, 2028
United Arab Emirates	66268		Unfiled			ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC Jan 2, 2025

United States of America	75561843	Sep 29, 1998	Registered	2778092	Oct 28, 2003 SEAN JOHN	35	GBG Sean John LLC	GBG Sean John LLC	Oct 28, 2023
United States of America	75976355	Jun 24, 1996	Registered	2093751	Sep 2, 1997 ENYCE	25	GBG Sean John LLC	GBG Sean John LLC	Sep 2, 2027
United States of America	75979813	Aug 27, 1997	Registered	2466699	Jul 3, 2001 SEAN JOHN	25	GBG Sean John LLC	GBG Sean John LLC	Jul 3, 2021
United States of America	75979883	Jun 12, 1998	Registered	2409545	Nov 28, 2000 SEAN JOHN (STYLIZED SIGNATURE I)	25	GBG Sean John LLC	GBG Sean John LLC	Nov 28, 2030
United States of America	77368603	Jan 10, 2008	Registered	3785290	May 4, 2010 I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	May 4, 2030
United States of America	77370526	Jan 14, 2008	Registered	3785293	May 4, 2010 I AM KING	03	GBG Sean John LLC	GBG Sean John LLC	May 4, 2030
United States of America	77424505	Mar 18, 2008	Registered	3769477	Mar 30, 2010 BOTTLE DESIGN I	03	GBG Sean John LLC	GBG Sean John LLC	Mar 30, 2030
United States of America	77435986	Mar 31, 2008	Registered	5286469	Sep 12, 2017 SEAN JOHN	03, 09, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Sep 12, 2027
United States of America	77627566	Dec 5, 2008	Registered	3733421	Jan 5, 2010 SEAN JOHN	35	GBG Sean John LLC	GBG Sean John LLC	Jan 5, 2030
United States of America	77976479	Jan 14, 2008	Registered	3584479	Mar 3, 2009 I AM KING	03	GBG Sean John LLC	GBG Sean John LLC	Mar 3, 2029
United States of America	77976485	Jan 10, 2008	Registered	3584481	Mar 3, 2009 I AM KING SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Mar 3, 2029
United States of America	77982760	Sep 21, 2009	Registered	4088506	Jan 17, 2012 ENYCE STACKED DESIGN	25	GBG Sean John LLC	GBG Sean John LLC	Jan 17, 2022
United States of America	78235399	Apr 8, 2003	Registered	3419686	Apr 29, 2008 SEAN JOHN	18, 25	GBG Sean John LLC	GBG Sean John LLC	Apr 29, 2028
United States of America	78641212	Jun 1, 2005	Registered	3320089	Oct 23, 2007 UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC	Oct 23, 2027
United States of America	78694668	Aug 17, 2005	Registered	3286929	Aug 28, 2007 SJ AND DESIGN	03	GBG Sean John LLC	GBG Sean John LLC	Aug 28, 2027
United States of America	78977198	May 20, 2004	Registered	3143636	Sep 12, 2006 ENYCE	18, 25	GBG Sean John LLC	GBG Sean John LLC	Sep 12, 2026
United States of America	78977399	May 20, 2004	Registered	3160971	Oct 17, 2006 SEAN JOHN	03	GBG Sean John LLC	GBG Sean John LLC	Oct 17, 2026
United States of America	78977506	May 20, 2004	Registered	3164179	Oct 24, 2006 SEAN JOHN (STYLIZED SIGNATURE II)	03	GBG Sean John LLC	GBG Sean John LLC	Oct 24, 2026
United States of America	78978810	Jul 8, 2005	Registered	3295817	Sep 18, 2007 UNFORGIVABLE	03	GBG Sean John LLC	GBG Sean John LLC	Sep 18, 2027
United States of America	78979148	Apr 8, 2003	Registered	3342213	Nov 20, 2007 SEAN JOHN	03, 09, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Nov 20, 2027
United States of America	85031483	May 6, 2010	Registered	4179914	Jul 24, 2012 I AM KING OF MIAMI	03	GBG Sean John LLC	GBG Sean John LLC	Jul 24, 2022
United States of America	85411858	Aug 31, 2011	Registered	4764801	Jun 30, 2015 ENYCE SPORT AND DESIGN	25	GBG Sean John LLC	GBG Sean John LLC	Jun 30, 2025
United States of America	86220245	Mar 13, 2014	Registered	4791468	Aug 11, 2015 3AM	03	GBG Sean John LLC	GBG Sean John LLC	Aug 11, 2025
United States of America	86512887	Jan 23, 2015	Registered	4952513	May 3, 2016 3AM ANYTHING CAN HAPPEN	03	GBG Sean John LLC	GBG Sean John LLC	May 3, 2026
United States of America	86581144	Mar 30, 2015	Registered	4970199	May 31, 2016 ENYCE	03	GBG Sean John LLC	GBG Sean John LLC	May 31, 2026
United States of America	86624009	May 8, 2015	Registered	5481365	May 29, 2018 EE ENYCE DESIGN III	25	GBG Sean John LLC	GBG Sean John LLC	May 29, 2028
United States of America	86624017	May 8, 2015	Registered	5370454	Jan 2, 2018 EE ENYCE DESIGN III DOTTED	25	GBG Sean John LLC	GBG Sean John LLC	Jan 2, 2028

United States of America	86636585	May 20, 2015	Pending		SI DREAM BIG	25, 35	GBG Sean John LLC	GBG Sean John LLC	
United States of America	86801982	Oct 28, 2015	Registered	5266669	Aug 15, 2017 SEAN JOHN (STYLIZED SIGNATURE II)	09, 18, 25	GBG Sean John LLC	GBG Sean John LLC	Aug 15, 2027
United States of America	88679181	Nov 4, 2019	Pending		VOTE OR DIE	25, 26	GBG Sean John LLC		
Uruguay	359490	Jan 10, 2005	Registered	359490	Sep 26, 2008 ENYCE	03, 25	L.C. Licensing, Inc	GBG Sean John LLC	Sep 26, 2028
Uruguay	375720	Nov 14, 2006	Registered	375720	Jan 30, 2008 UNFORGIVABLE SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Jan 30, 2028
Uruguay	403410	Jan 11, 1998	Registered	403410	Jul 7, 1999 EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Oct 22, 2020
Uruguay	403410	Jan 11, 1998	Registered	403410	Jul 7, 1999 EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Jul 7, 2029
Uruguay	403410	Jan 11, 1998	Registered	403410	Jul 7, 1999 EE ENYCE DESIGN II	25	L.C. Licensing, Inc	GBG Sean John LLC	Oct 22, 2030
Uruguay	431808		Registered	431808	Jan 9, 2002 SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Oct 22, 2020
Uruguay	431808		Registered	431808	Jan 9, 2002 SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Jan 9, 2022
Uruguay	431808		Registered	431808	Jan 9, 2002 SEAN JOHN	25	Christian Casey LLC	GBG Sean John LLC	Oct 22, 2030
Venezuela	129982004		Unfiled		ENYCE	25	L.C. Licensing, Inc	GBG Sean John LLC	
Venezuela	1999000399		Registered	P223217	Aug 17, 2000 EE ENYCE DESIGN II	25	ENYCE INC	GBG Sean John LLC	Aug 17, 2025
Venezuela	2004007589		Registered	P260222	Apr 15, 2005 SEAN JOHN	03	Sean Combs	GBG Sean John LLC	Apr 15, 2030
Venezuela	2004012997		Registered	P266421	Dec 19, 2005 ENYCE	03	L.C. Licensing, Inc	GBG Sean John LLC	Dec 19, 2030
Venezuela	2006000403		Registered	P276977	Feb 21, 2007 UNFORGIVABLE SEAN JOHN (STYLIZED)	03	Christian Casey LLC	GBG Sean John LLC	Feb 21, 2032
Venezuela	2008001937		Registered	P289763	Nov 24, 2008 I AM KING SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Nov 24, 2023
Venezuela	2014006728		Unfiled		3AM	03	Christian Casey LLC	GBG Sean John LLC	
Zambia	7232008		Registered	7232008	Sep 4, 2008 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Sep 4, 2029
Zanzibar	ZNT2008000425		Registered	ZNT2008000425	May 27, 2009 SEAN JOHN	03	Christian Casey LLC	GBG Sean John LLC	Sep 11, 2022

752 results displayed.

Schedule 1.4(i)
Open Purchase Orders

Attached hereto as Schedule 1.4(i).

PO Creation date	Season Year Description	Plant	Gender ID	Sex and Description	Profit Center	PO Number	Vendor Code	Vendor Name	Goods Supplier Name	Freight Payer Name	Shipping Party Name	C.O.D.	P-Port Date	Ship Mode	Port of Exit Name	Port of Entry Name	IS Loc	Delivery Date	Line number	Style Number	Material	Material Description	Color Description	HS PO Qty	HS PO Amount in USD	HS PO Amount in USD
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 30	MT120212	DMPT212002115 FLYING TIGER	BRIGHT WHITE	794.000	4,219.00	4,219.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 20	MT120212	DMPT212002115 FLYING TIGER	BRIGHT WHITE	300.000	1,725.00	1,725.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 30	MT120212	DMPT212002115 FLYING TIGER	BRIGHT WHITE	100.000	575.00	575.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 40	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	761.000	4,984.15	6,217.37						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 30	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	611.000	4,002.05	4,959.87						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 40	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	300.000	1,965.00	2,451.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 70	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	216.000	1,414.40	1,764.72						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 60	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	655.00	817.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 80	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	79.000	491.25	612.75						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 140	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	754.000	5,127.20	6,386.88						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 130	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	800.000	5,040.00	6,244.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 160	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	275.000	1,282.50	1,606.50						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 170	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	771.000	4,369.10	5,361.14						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 180	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	200.000	1,100.00	1,375.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 180	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	570.00	714.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 180	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	570.00	714.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 220	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	212.000	1,357.80	2,094.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 140	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	79.000	471.50	585.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 270	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	760.00	950.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 280	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	680.00	847.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 40	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	706.000	4,366.60	5,379.72						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 30	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	300.000	1,845.00	2,286.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 40	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	100.000	610.00	762.00						
2/9/2021 Summer 2021	1140	Male	Seam John	0000000193 400401540 000012854	SACCHI INTRA TED PRIVATE LIMITED	V.R. KENTWEARS LLP	LF Logistics	LF CENTENNIAL-INDIA-US	IN	6/4/2021 Down	INMAA-Sae-Chemical	USL&S Sea-Los Angeles/San Pedro, CA	GB01	7/18/2021 70	MT120212	DMPT212002115 HOPE	BRIGHT WHITE	79.000	471.50	571.50						
																							TOTAL		5,619.00	562,770.25

Schedule 3.3(a)
No Conflicts or Consents

Pursuant to the Operating Agreement of the Company, dated as of November 4, 2016, Christian Casey LLC and Jessie D Lila LLC must consent to a sale of the assets of the Company, which consent has been obtained as of the date hereof.

Schedule 3.3(b)
Permits and Approvals

None.

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Schedule 3.7
Inventory

Attached hereto as Schedule 3.7.

Plant	Storage loc	Profit Center	Brand	Material	Material Description	Season Code	Product Ca	Product Su	Total Stock Qty EA	Total Stock Val \$
1140	GB01	783	Sean John	Sean John	15FJ194863KBT088PC	Fall 2019	Bottoms	Jeans	1	16
1140	GB01	783	Sean John	Sean John	15FK181522-001-PC	ALL	Jackets	Jackets	107	1,989
1140	GB01	783	Sean John	Sean John	15FK181522-083-PC	Spring 2019	Jackets	Jackets	1	18
1140	GB01	783	Sean John	Sean John	15FK181522-186-PC	Spring 2020	Jackets	Jackets	18	352
1140	GB01	783	Sean John	Sean John	15FK181522-339-PC	Fall 2020	Jackets	Jackets	2	40
1140	GB01	783	Sean John	Sean John	15FK181522060	Fall 2020	Jackets	Jackets	43	799
1140	GB01	783	Sean John	Sean John	15FK181522136	Spring 2021	Jackets	Jackets	15	263
1140	GB01	783	Sean John	Sean John	15FK181522147	Spring 2021	Jackets	Jackets	10	182
1140	GB01	783	Sean John	Sean John	15FK181522403	Fall 2020	Jackets	Jackets	1	18
1140	GB01	783	Sean John	Sean John	15FK181522604	Fall 2020	Jackets	Jackets	3	54
1140	GB01	783	Sean John	Sean John	15FK181522627	Fall 2020	Jackets	Jackets	45	837
1140	GB01	783	Sean John	Sean John	15FK181522822	Spring 2021	Jackets	Jackets	1	18
1140	GB01	783	Sean John	Sean John	15FK181622-001-PC	ALL	Bottoms	Pants	43	670
1140	GB01	783	Sean John	Sean John	15FK181622-083-PC	Spring 2019	Bottoms	Pants	4	63
1140	GB01	783	Sean John	Sean John	15FK181622-186-PC	Spring 2020	Bottoms	Sweatpants	4	66
1140	GB01	783	Sean John	Sean John	15FK181622-402-PC	Spring 2020	Bottoms	Sweatpants	1	16
1140	GB01	783	Sean John	Sean John	15FK181622060	Fall 2020	Bottoms	Sweatpants	5	78
1140	GB01	783	Sean John	Sean John	15FK181622136	Spring 2021	Bottoms	Sweatpants	1	15
1140	GB01	783	Sean John	Sean John	15FK181622147	Spring 2021	Bottoms	Sweatpants	5	74
1140	GB01	783	Sean John	Sean John	15FK181622403	Fall 2020	Bottoms	Sweatpants	2	31
1140	GB01	783	Sean John	Sean John	15FK181622604	Fall 2020	Bottoms	Sweatpants	1	16
1140	GB01	783	Sean John	Sean John	15FK181622627	Fall 2020	Bottoms	Sweatpants	3	47
1140	GB01	783	Sean John	Sean John	15FK183517-064-PC	Fall 2018	Tops	Sweatshirts	1	12
1140	GB01	783	Sean John	Sean John	15FK183517BT001-PC	Fall 2018	Tops	Sweatshirts	1	15
1140	GB01	783	Sean John	Sean John	15FK189559-817-PC	Spring 2019	Tops	Shirts	53	183
1140	GB01	783	Sean John	Sean John	15FK190524900	Fall 2020	Jackets	Jackets	15	265
1140	GB01	783	Sean John	Sean John	15FK190624038	Fall 2020	Bottoms	Sweatpants	3	49
1140	GB01	783	Sean John	Sean John	15FK190624900	Fall 2020	Bottoms	Sweatpants	38	591
1140	GB01	783	Sean John	Sean John	15FK191500-068-PC	Fall 2019	Jackets	Jackets	1	17
1140	GB01	783	Sean John	Sean John	15FK191503-818-PC	Fall 2019	Tops	Sweatshirts	1	11
1140	GB01	783	Sean John	Sean John	15FK191600-068-PC	Fall 2019	Bottoms	Sweatpants	1	15
1140	GB01	783	Sean John	Sean John	15FK191602-900-PC	Fall 2019	Bottoms	Sweatpants	2	42
1140	GB01	783	Sean John	Sean John	15FK191603-349-PC	Fall 2019	Bottoms	Shorts	3	35
1140	GB01	783	Sean John	Sean John	15FK192508-403-PC	Fall 2019	Jackets	Jackets	1	21
1140	GB01	783	Sean John	Sean John	15FK192509-064-PC	Fall 2019	Jackets	Jackets	2	33
1140	GB01	783	Sean John	Sean John	15FK192509BT064-PC	Fall 2019	Jackets	Jackets	1	19
1140	GB01	783	Sean John	Sean John	15FK192509K064-PC	Fall 2019	Jackets	Jackets	1	16
1140	GB01	783	Sean John	Sean John	15FK192514-403-PC	Fall 2019	Jackets	Jackets	2	54
1140	GB01	783	Sean John	Sean John	15FK192608-403-PC	Fall 2019	Bottoms	Sweatpants	1	19
1140	GB01	783	Sean John	Sean John	15FK192609-064-PC	Fall 2019	Bottoms	Sweatpants	2	27
1140	GB01	783	Sean John	Sean John	15FK192614-403-PC	Fall 2019	Bottoms	Sweatpants	1	18
1140	GB01	783	Sean John	Sean John	15FK193517-215-PC	Fall 2019	Jackets	Jackets	1	20
1140	GB01	783	Sean John	Sean John	15FK193533-064-PC	Fall 2019	Jackets	Jackets	2	37
1140	GB01	783	Sean John	Sean John	15FK193536-818-PC	Fall 2019	Tops	Sweatshirts	1	15
1140	GB01	783	Sean John	Sean John	15FK193536-900-PC	Fall 2019	Tops	Sweatshirts	2	30
1140	GB01	783	Sean John	Sean John	15FK193617-215-PC	Fall 2019	Bottoms	Sweatpants	3	44
1140	GB01	783	Sean John	Sean John	15FK193633-064-PC	Fall 2019	Bottoms	Sweatpants	2	30
1140	GB01	783	Sean John	Sean John	15FK194530-900-PC	Fall 2019	Tops	Sweatshirts	1	17
1140	GB01	783	Sean John	Sean John	15FK194531-115-PC	Fall 2019	Tops	Sweatshirts	1	13
1140	GB01	783	Sean John	Sean John	15FK194531-900-PC	Fall 2019	Tops	Sweatshirts	2	26
1140	GB01	783	Sean John	Sean John	15FK194538-627-PC	Fall 2019	Tops	Sweatshirts	13	248
1140	GB01	783	Sean John	Sean John	15FK194540-064-PC	Fall 2019	Jackets	Jackets	4	52
1140	GB01	783	Sean John	Sean John	15FK194540-627-PC	Fall 2019	Jackets	Jackets	6	78
1140	GB01	783	Sean John	Sean John	15FK194540-900-PC	Fall 2019	Jackets	Jackets	2	25
1140	GB01	783	Sean John	Sean John	15FK194640-064-PC	Fall 2019	Bottoms	Sweatpants	3	33
1140	GB01	783	Sean John	Sean John	15FK194640-627-PC	Fall 2019	Bottoms	Sweatpants	5	55
1140	GB01	783	Sean John	Sean John	15FK194640-900-PC	Fall 2019	Bottoms	Sweatpants	6	66
1140	GB01	783	Sean John	Sean John	15FT152030B-008	Fall 2015	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT183014-001-PC	Fall 2018	Tops	Tops	1	7
1140	GB01	783	Sean John	Sean John	15FT183019-115-PC	Fall 2018	Tops	Tops	1	7
1140	GB01	783	Sean John	Sean John	15FT189091-090-PC	Spring 2019	T-Shirts	Solid	6	13
1140	GB01	783	Sean John	Sean John	15FT191001-900-PC	Fall 2019	T-Shirts	Screen Print	3	16
1140	GB01	783	Sean John	Sean John	15FT191003-900-PC	Fall 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT192015-403-PC	Fall 2019	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15FT192016-403-P9	Fall 2019	T-Shirts	Screen Print	18	109
1140	GB01	783	Sean John	Sean John	15FT192021-122-PC	Fall 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT192026-122-PC	Fall 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT193043-215-PC	Fall 2019	T-Shirts	Screen Print	2	14
1140	GB01	783	Sean John	Sean John	15FT193045-115-PC	Fall 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT193048-122-PC	Fall 2019	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15FT194020-900-PC	Fall 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15FT194035-115-PC	Fall 2019	T-Shirts	Screen Print	1	8
1140	GB01	783	Sean John	Sean John	15FT194035-900-PC	Fall 2019	T-Shirts	Screen Print	2	16
1140	GB01	783	Sean John	Sean John	15FT194036-900-PC	Fall 2019	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15FT194037-900-PC	Fall 2019	T-Shirts	Screen Print	1	8
1140	GB01	783	Sean John	Sean John	15FT194037BT900-PC	Fall 2019	T-Shirts	Screen Print	1	9
1140	GB01	783	Sean John	Sean John	15FT194041-900-PC	Fall 2019	T-Shirts	Screen Print	2	15
1140	GB01	783	Sean John	Sean John	15FT201075900	Fall 2020	T-Shirts	Screen Print	5	57
1140	GB01	783	Sean John	Sean John	15FW140463T-026	Fall 2014	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15FW192205-214-PC	Fall 2019	Bottoms	Pants	1	17
1140	GB01	783	Sean John	Sean John	15FW192401-493-PC	Fall 2019	Tops	Shirts	1	14
1140	GB01	783	Sean John	Sean John	15FW192415-122-PC	Fall 2019	Tops	Shirts	6	70
1140	GB01	783	Sean John	Sean John	15FW192416-314-PC	Fall 2019	Tops	Shirts	4	46
1140	GB01	783	Sean John	Sean John	15FW193407-213-PC	Fall 2019	Tops	Shirts	3	47

1140	GB01	783	Sean John	Sean John	15FW193407-215-PC	L/S UTILITY FLIGHT SHIRT	Fall 2019	Tops	Shirts	1	14
1140	GB01	783	Sean John	Sean John	15FW193407-259-PC	L/S UTILITY FLIGHT SHIRT	Fall 2019	Tops	Shirts	1	14
1140	GB01	783	Sean John	Sean John	15FW193409-259-PC	L/S BLOCKED TWILL SHIRT	Fall 2019	Tops	Shirts	1	15
1140	GB01	783	Sean John	Sean John	15FW194412-900-PC	L/S PULLENCE PANTHER SHIRT	Fall 2019	Tops	Shirts	3	44
1140	GB01	783	Sean John	Sean John	15FW194418-627-PC	L/S BUFFALO PLAID SHIRT	Fall 2019	Tops	Shirts	1	12
1140	GB01	783	Sean John	Sean John	15FW194419-064-PC	L/S HEATHER FLANNEL SHIRT	Fall 2019	Tops	Shirts	6	70
1140	GB01	783	Sean John	Sean John	15FW199485BT-115	S/S SOLID TWILL SHIRT	Spring 2020	Tops	Shirts	1	8
1140	GB01	783	Sean John	Sean John	15FW199485BT-286	S/S SOLID TWILL SHIRT	Spring 2020	Tops	Shirts	2	16
1140	GB01	783	Sean John	Sean John	15FW199485BT-403	S/S SOLID TWILL SHIRT	Spring 2020	Tops	Shirts	2	16
1140	GB01	783	Sean John	Sean John	15HJ181841-468-PCA	BASQUIAT PEZ DENIM JACKET	Holiday 2018	Outerwear	Jackets	1	20
1140	GB01	783	Sean John	Sean John	15HJ191801-074-PC	GREY RESIN RAW	Holiday 2019	Bottoms	Jeans	1	14
1140	GB01	783	Sean John	Sean John	15HJ191803BT077-PC	RAVEN LIGHT WASH	Holiday 2019	Bottoms	Jeans	1	23
1140	GB01	783	Sean John	Sean John	15HJ191807-997-PC	REEF WASH	Holiday 2019	Bottoms	Jeans	3	46
1140	GB01	783	Sean John	Sean John	15HJ192800-900-PC	BLACK DENIM WITH TAPING	Holiday 2019	Bottoms	Jeans	1	16
1140	GB01	783	Sean John	Sean John	15HJ193805-494-PC	BREAKER WASH	Holiday 2019	Bottoms	Jeans	2	33
1140	GB01	783	Sean John	Sean John	15HK152536-090	FLEECE DOUBLE COLLAR	Holiday 2015	Tops	Sweatshirts	1	14
1140	GB01	783	Sean John	Sean John	15HK181510-122-PCA	SLEEVE TAP TOP	Holiday 2018	Tops	Tops	5	72
1140	GB01	783	Sean John	Sean John	15HK181513-068-PCA	RIB STRIPED INSERT CREW	Holiday 2018	Tops	Tops	1	11
1140	GB01	783	Sean John	Sean John	15HK181527-900-PCA	RIB INSERT TEE	Holiday 2018	Tops	Tops	1	10
1140	GB01	783	Sean John	Sean John	15HK181549-115-PCA	HOODIE WITH CITY SCRIPT	ALL	Tops	Tops	5	114
1140	GB01	783	Sean John	Sean John	15HK181549-627-PC	HOODIE WITH CITY SCRIPT	ALL	Tops	Tops	1	17
1140	GB01	783	Sean John	Sean John	15HK181549-900-PC	HOODIE WITH CITY SCRIPT	ALL	Tops	Tops	2	35
1140	GB01	783	Sean John	Sean John	15HK181552-312-PCA	BASQUIAT CHENILLE SWEATSHIRT	Holiday 2018	Tops	Sweatshirts	33	471
1140	GB01	783	Sean John	Sean John	15HK181552-627-PCA	BASQUIAT CHENILLE SWEATSHIRT	Holiday 2018	Tops	Sweatshirts	1	14
1140	GB01	783	Sean John	Sean John	15HK181553-068-PC	BASQUIAT T-REX HOODIE	Holiday 2018	Tops	Tops	1	22
1140	GB01	783	Sean John	Sean John	15HK182520-122-PCA	ZIP DETAIL CREW	Holiday 2018	Tops	Tops	1	13
1140	GB01	783	Sean John	Sean John	15HK182544-900-PCA	TIGER STITCHED HEAD	Holiday 2018	Tops	Tops	2	15
1140	GB01	783	Sean John	Sean John	15HK182545BT900-PC	NEOPRENE BOMBER	Holiday 2018	Jackets	Bombers	2	48
1140	GB01	783	Sean John	Sean John	15HK183555-068-PC	JMB FLEECE HOODY	Spring 2019	Tops	Tops	4	80
1140	GB01	783	Sean John	Sean John	15HK183555-900-PC	JMB FLEECE HOODY	Spring 2019	Tops	Tops	4	80
1140	GB01	783	Sean John	Sean John	15HK183665-068-PC	JMB FLEECE JOGGER	Spring 2019	Bottoms	Pants	5	100
1140	GB01	783	Sean John	Sean John	15HK183665-900-PC	JMB FLEECE JOGGER	Spring 2019	Bottoms	Pants	6	120
1140	GB01	783	Sean John	Sean John	15HK191504-064-PC	L/S EMBROIDERED TIGER CREW	Holiday 2019	Tops	Sweatshirts	2	28
1140	GB01	783	Sean John	Sean John	15HK191507-064-PC	RUGBY SWEATSHIRT	Holiday 2019	Tops	Polos	1	14
1140	GB01	783	Sean John	Sean John	15HK191509-038-PC	VELOUR PULL OVER HOODIE	Holiday 2019	Tops	Sweatshirts	2	32
1140	GB01	783	Sean John	Sean John	15HK191509-207-PC	VELOUR PULL OVER HOODIE	Holiday 2019	Tops	Sweatshirts	2	32
1140	GB01	783	Sean John	Sean John	15HK191609-038-PC	VELOUR JOGGER	Holiday 2019	Bottoms	Sweatpants	2	31
1140	GB01	783	Sean John	Sean John	15HK192510-900-PC	LINEAR SJ TRACK JACKET	Holiday 2019	Jackets	Jackets	2	32
1140	GB01	783	Sean John	Sean John	15HK192512-900-PC	SKULL RHINESTONE HOODIE	Holiday 2019	Tops	Sweatshirts	2	36
1140	GB01	783	Sean John	Sean John	15HK192514-627-PC	STATEMENTS CREW NECK	Holiday 2019	Tops	Sweatshirts	2	26
1140	GB01	783	Sean John	Sean John	15HK193522-115-PC	S/S YARN DYE RIBBING POLO	Holiday 2019	Tops	Polos	1	10
1140	GB01	783	Sean John	Sean John	15HK193618-403-PC	COLORBLOCKED NEOPRENE TRACK PANT	Holiday 2019	Bottoms	Sweatpants	1	18
1140	GB01	783	Sean John	Sean John	15HK201535627	BLM FLAG CREW NECK SWEATSHIRT	Holiday 2020	Tops	Sweatshirts	1	13
1140	GB01	783	Sean John	Sean John	15HK201535900	BLM FLAG CREW NECK SWEATSHIRT	Holiday 2020	Tops	Sweatshirts	3	39
1140	GB01	783	Sean John	Sean John	15HK201536064	BLACK EXCELLENCE CREW NECK SWEATSHIRT	Holiday 2020	Tops	Sweatshirts	69	918
1140	GB01	783	Sean John	Sean John	15HK201536900	BLACK EXCELLENCE CREW NECK SWEATSHIRT	Holiday 2020	Tops	Sweatshirts	61	811
1140	GB01	783	Sean John	Sean John	15HK201537627	COLOR TEXTURE BLOCK CREW NECK SWEATSHIRT	Holiday 2020	Tops	Sweatshirts	1	14
1140	GB01	783	Sean John	Sean John	15HK201539064	EMPOWER SCRIPT HOODIE	Holiday 2020	Tops	Sweatshirts	27	528
1140	GB01	783	Sean John	Sean John	15HK201539627	EMPOWER SCRIPT HOODIE	Holiday 2020	Tops	Sweatshirts	96	1,879
1140	GB01	783	Sean John	Sean John	15HK201539900	EMPOWER SCRIPT HOODIE	Holiday 2020	Tops	Sweatshirts	138	2,701
1140	GB01	783	Sean John	Sean John	15HS170101-001-PC	MULTIDIRECTIONAL RIB ZIP CARDI	Holiday 2017	Sweaters	Cardigans	2	24
1140	GB01	783	Sean John	Sean John	15HS170103-001-PC	COLOR BLOCK INTARISA SHAWL	Holiday 2017	Sweaters	Cardigans	58	702
1140	GB01	783	Sean John	Sean John	15HS170104-001-PC	TEXTURED STITCH SHAWL	Holiday 2017	Sweaters	Cardigans	2	22
1140	GB01	783	Sean John	Sean John	15HS190101-083-PC	MOTTO RIB SHAWL NECK SWEATER	Fall 2019	Sweaters	Pullovers	24	261
1140	GB01	783	Sean John	Sean John	15HS190101-207-PC	MOTTO RIB SHAWL NECK SWEATER	Fall 2019	Sweaters	Pullovers	1	11
1140	GB01	783	Sean John	Sean John	15HS190101-900-PC	MOTTO RIB SHAWL NECK SWEATER	Fall 2019	Sweaters	Pullovers	130	1,414
1140	GB01	783	Sean John	Sean John	15HS190105-900-PC	MOTO CREW SWEATER	Fall 2019	Sweaters	Pullovers	1	11
1140	GB01	783	Sean John	Sean John	15HS190106-900-P9	TEXTURED CHEVRON FULL ZIP MOCK NK	Fall 2019	Sweaters	Pullovers	18	231
1140	GB01	783	Sean John	Sean John	15HS190112-312-PC	CAMO SHAWL NECK SWEATER	Fall 2019	Sweaters	Pullovers	58	740
1140	GB01	783	Sean John	Sean John	15HS190119-083-PC	CABLE TURTLE NECK SWEATER	Fall 2019	Sweaters	Pullovers	1	14
1140	GB01	783	Sean John	Sean John	15HS190121-900-PC	THE OLD WORLD CREW NECK	Fall 2019	Sweaters	Pullovers	1	12
1140	GB01	783	Sean John	Sean John	15HS191088BT122-PC	DIDDY SHAWL PULL OVER	Holiday 2019	Sweaters	Pullovers	1	22
1140	GB01	783	Sean John	Sean John	15HS192120-900-PC	JACQUARD TIGER SWEATER	Holiday 2019	Sweaters	Pullovers	1	15
1140	GB01	783	Sean John	Sean John	15HT181032-001-PC	TRI SKULLER	Fall 2018	T-Shirts	Solid	103	763
1140	GB01	783	Sean John	Sean John	15HT181070-409-PCA	SEAN JOHN SCRIPT TEE	Holiday 2018	Tops	Tops	1	7
1140	GB01	783	Sean John	Sean John	15HT181070-627-PCA	SEAN JOHN SCRIPT TEE	Holiday 2018	Tops	Tops	1	7
1140	GB01	783	Sean John	Sean John	15HT181070-900-PCA	SEAN JOHN SCRIPT TEE	Holiday 2018	Tops	Tops	1	7
1140	GB01	783	Sean John	Sean John	15HT181075-900-PCA	BASQUIAT SIGNATURE TEE	Holiday 2018	T-Shirts	Solid	2	15
1140	GB01	783	Sean John	Sean John	15HT191004-900-PC	ROARING FURY TEE	Fall 2020	T-Shirts	Screen Print	30	296
1140	GB01	783	Sean John	Sean John	15HT191006-115-PC	POSITIVE VIBES TEE	Holiday 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15HT191006-900-PC	POSITIVE VIBES TEE	Holiday 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15HT192012-900-PC	LOVE AND ROSES TEE	Holiday 2019	T-Shirts	Screen Print	3	24
1140	GB01	783	Sean John	Sean John	15HT192015-900-PC	SEQUINS SKULL TEE	Holiday 2019	T-Shirts	Screen Print	1	11
1140	GB01	783	Sean John	Sean John	15HT192018-900-PC	PYTHON FEARLESS TEE	Holiday 2019	T-Shirts	Screen Print	3	25
1140	GB01	783	Sean John	Sean John	15HT192019-900-PC	BLACK EXCELLENCE TEE	Holiday 2019	T-Shirts	Screen Print	20	162
1140	GB01	783	Sean John	Sean John	15HT192029-900-PC	RAISE YOUR VOICE TEE	Holiday 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15HT192035-900-PC	LABEL US TEE	Holiday 2019	T-Shirts	Screen Print	1	9
1140	GB01	783	Sean John	Sean John	15HT193030-403-PC	POSITIVE VIBES ONLY TEE	Holiday 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15HT201030115	POSITIVE VIBES ONLY	Spring 2021	T-Shirts	Screen Print	45	293
1140	GB01	783	Sean John	Sean John	15HT201030900	POSITIVE VIBES ONLY	Spring 2021	T-Shirts	Screen Print	58	377
1140	GB01	783	Sean John	Sean John	15HW181210-001-PC	LEATHER TRACK TOP	Holiday 2018	Outerwear	Outerwear	23	4,427
1140	GB01	783	Sean John	Sean John	15HW181211-001-PC	LEATHER TRACK PANT	Holiday 2018	Bottoms	Pants	1	166
1140	GB01	783	Sean John	Sean John	15HW181212-001-PC	SUEDE COVERALL SUIT	Holiday 2018	Outerwear	Outerwear	11	2,984
1140	GB01	783	Sean John	Sean John	15HW191402-091-PC	L/S CAMO FLIGHT SHIRT	Holiday 2019	Tops	Shirts	2	38
1140	GB01	783	Sean John	Sean John	15HW191403-064-PC	L/S CAMO PIECED SHIRT	Holiday 2019	Tops	Shirts	2	30

1140	GB01	783	Sean John	Sean John	15HW191421-058-PC	S/S MULTI CHECK PLAID SHIRT	Holiday 2019	Tops	Shirts	2	26
1140	GB01	783	Sean John	Sean John	15HW192414-900-PC	L/S STRIPE PRINTED SHIRT	Holiday 2019	Tops	Shirts	1	12
1140	GB01	783	Sean John	Sean John	15HW192416-627-PC	L/S BUFFALO PLAID OUT DOOR SHIRT	Holiday 2019	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15HW193420-402-PC	S/S CHAMBRAY BLOCKED SHIRT	Holiday 2019	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15J913-013-PC	Athlete Jean	ALL	Bottoms	Jeans	5	82
1140	GB01	783	Sean John	Sean John	15J913-079-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	52	686
1140	GB01	783	Sean John	Sean John	15J913-115-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	2,425	37,515
1140	GB01	783	Sean John	Sean John	15J913-401-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	2	31
1140	GB01	783	Sean John	Sean John	15J913-420-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	2	32
1140	GB01	783	Sean John	Sean John	15J913-435-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	171	2,919
1140	GB01	783	Sean John	Sean John	15J913-457-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	17	283
1140	GB01	783	Sean John	Sean John	15J913-461-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	9	150
1140	GB01	783	Sean John	Sean John	15J913-909-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	45	653
1140	GB01	783	Sean John	Sean John	15J913BT-013-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	3	57
1140	GB01	783	Sean John	Sean John	15J913BT-079-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	3	45
1140	GB01	783	Sean John	Sean John	15J913BT-909-PC	ATHLETIC JEAN	ALL	Bottoms	Jeans	2	33
1140	GB01	783	Sean John	Sean John	15J915-122-PC	EPAULETTE JEAN	ALL	Bottoms	Jeans	3	43
1140	GB01	783	Sean John	Sean John	15J915-312-PC	EPAULETTE JEAN	ALL	Bottoms	Jeans	5	75
1140	GB01	783	Sean John	Sean John	15J915-900-PC	EPAULETTE JEAN	ALL	Bottoms	Jeans	3	41
1140	GB01	783	Sean John	Sean John	15J915-952-PC	EPAULETTE JEAN	ALL	Bottoms	Jeans	15	224
1140	GB01	783	Sean John	Sean John	15J916-079-PC	PATCH PKT JEAN	ALL	Bottoms	Jeans	20	267
1140	GB01	783	Sean John	Sean John	15J916-460-PC	PATCH PKT JEAN	ALL	Bottoms	Jeans	6	79
1140	GB01	783	Sean John	Sean John	15J916-461-PC	5PKT JEANS	ALL	Bottoms	Jeans	2	34
1140	GB01	783	Sean John	Sean John	15J916-949-PC	PATCH PKT JEAN	ALL	Bottoms	Jeans	21	327
1140	GB01	783	Sean John	Sean John	15J916-956-PC	PATCH PKT JEAN	ALL	Bottoms	Jeans	5	79
1140	GB01	783	Sean John	Sean John	15K528-115-PC	FLIGHT KNIT	ALL	Tops	Shirts	2	13
1140	GB01	783	Sean John	Sean John	15K530-286-PC	L/S BLOCKED FLIGHT KNIT	ALL	T-Shirts	Solid	2	17
1140	GB01	783	Sean John	Sean John	15K5503-115-PC	SJ CLASSIC VELOUR TRACK JACKET	ALL	Tops	Tops	1	22
1140	GB01	783	Sean John	Sean John	15K5503-167-PC	SJ CLASSIC VELOUR TRACK JACKET	ALL	Tops	Tops	1	22
1140	GB01	783	Sean John	Sean John	15K5503-916-PC	SJ CLASSIC VELOUR TRACK JACKET	ALL	Tops	Tops	3	67
1140	GB01	783	Sean John	Sean John	15K600-064-PC	FLIGHT KNIT SHORT	ALL	Bottoms	Shorts	1	8
1140	GB01	783	Sean John	Sean John	15K600-952-PC	FLIGHT KNIT SHORT	ALL	Bottoms	Shorts	1	8
1140	GB01	783	Sean John	Sean John	15K6503-115-PC	SJ CLASSIC VELOUR TRACK PANT	ALL	Bottoms	Pants	1	17
1140	GB01	783	Sean John	Sean John	15K6503-167-PC	SJ CLASSIC VELOUR TRACK PANT	ALL	Bottoms	Pants	3	52
1140	GB01	783	Sean John	Sean John	15K6503-916-PC	SJ CLASSIC VELOUR TRACK PANT	ALL	Bottoms	Pants	2	35
1140	GB01	783	Sean John	Sean John	15MJ203800077	RAVEN WASH DENIM	Summer 2020	Bottoms	Jeans	606	9,405
1140	GB01	783	Sean John	Sean John	15MK191515-083-PC	S/S SHOULDER TO SHOULDER	Spring 2019	Tops	Tops	419	3,566
1140	GB01	783	Sean John	Sean John	15MK192504-115-PC	S/S TEXTURED BLOCKED TEE	Summer 2019	T-Shirts	Color Block	12	135
1140	GB01	783	Sean John	Sean John	15MK192507-430-PC	S/S TERRY TRACK JACKET	Summer 2019	Jackets	Jackets	4	54
1140	GB01	783	Sean John	Sean John	15MK192516-115-PC	S/S TERRY POLO	Summer 2019	Tops	Polos	4	44
1140	GB01	783	Sean John	Sean John	15MK192606-430-PC	TERRY CLOTH BASKETBALL SHORTS	Summer 2019	Bottoms	Shorts	3	41
1140	GB01	783	Sean John	Sean John	15MK192624-115-PC	BASQUIAT SHORTS	Summer 2019	Bottoms	Shorts	62	549
1140	GB01	783	Sean John	Sean John	15MK193508-115-PC	TEE WITH YARN DYE RIBBING INSERT	Summer 2019	T-Shirts	Screen Print	3	35
1140	GB01	783	Sean John	Sean John	15MK193509-115-PC	S/S PRINTED STARS AND STRIPES TEE	Summer 2019	Tops	Tops	77	562
1140	GB01	783	Sean John	Sean John	15MK193510-115-PC	S/S STAR PIECED TEE	Summer 2019	T-Shirts	All Over Print	19	206
1140	GB01	783	Sean John	Sean John	15MK202525115	YARNDYE STRIPE RIB AND TAPING KNIT	Summer 2020	Tops	Tops	1	13
1140	GB01	783	Sean John	Sean John	15MK202625115	STRIPE TAPING SHORT	Summer 2020	Bottoms	Sweatpants	1	14
1140	GB01	783	Sean John	Sean John	15MS192102-403-PC	S/S ZIG ZAG SWEATER KNIT POLO	Summer 2019	Tops	Polos	15	184
1140	GB01	783	Sean John	Sean John	15MS201101403	S/S MICRO CHENILLE SWEATER KNIT POLO	Summer 2020	Sweaters	Pullovers	1	14
1140	GB01	783	Sean John	Sean John	15MT171029-001-PC	POSITIVE VIBES GOLD	Fall 2017	T-Shirts	Solid	1	5
1140	GB01	783	Sean John	Sean John	15MT191025-475-PC	LAMOUR TEE	Spring 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT191028-083-PC	EXPOSED FLORAL TEE	Spring 2019	T-Shirts	Screen Print	3	19
1140	GB01	783	Sean John	Sean John	15MT192031-115-PC	WOLFGANG TEE	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT192035-430-PC	ABSTRACT GEO TEE	Summer 2019	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15MT192060-115-PC	LUXE LIFE TEE	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT192070-115-PC	WHITE PARTY SPLIT CAMO TEE	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT192071-900-PC	POSITIVE VIBES ONLY TEE	Summer 2019	T-Shirts	Screen Print	2	13
1140	GB01	783	Sean John	Sean John	15MT192104-064-PC	PLAYBOY CHAMP	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT193038-403-PC	SJ BISON TEE	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT193040-403-PC	GLORY EAGLE TEE	Summer 2019	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15MT193042-403-PC	DREAM BIG TEE	Summer 2019	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15MT193062-627-PC	S/S KNIT	Summer 2019	T-Shirts	Screen Print	2	10
1140	GB01	783	Sean John	Sean John	15MT200077115	BLACK EXCELLENCE TEE	Summer 2020	T-Shirts	Screen Print	11	66
1140	GB01	783	Sean John	Sean John	15MT201050115	PROVE THEM SCRIPT TEE	Summer 2020	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15MT201050403	PROVE THEM SCRIPT TEE	Summer 2020	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15MT201056115	TIE DYE SPLIT TEE	Summer 2020	T-Shirts	Screen Print	13	89
1140	GB01	783	Sean John	Sean John	15MT201111115	PROVE THEM WRONG	Spring 2021	T-Shirts	Screen Print	52	338
1140	GB01	783	Sean John	Sean John	15MT201111403	PROVE THEM WRONG	Spring 2021	T-Shirts	Screen Print	4	26
1140	GB01	783	Sean John	Sean John	15MT202003627	PROVE THEM WRONG TEE	Summer 2020	T-Shirts	Screen Print	19	117
1140	GB01	783	Sean John	Sean John	15MT202005403	RISE TEE	Summer 2020	T-Shirts	Screen Print	2	16
1140	GB01	783	Sean John	Sean John	15MT202005627	RISE TEE	Summer 2020	T-Shirts	Screen Print	13	104
1140	GB01	783	Sean John	Sean John	15MT202151115	LEGACY TEE	Summer 2020	T-Shirts	Mixed Media	1	11
1140	GB01	783	Sean John	Sean John	15MT202151403	LEGACY TEE	Summer 2020	T-Shirts	Mixed Media	3	32
1140	GB01	783	Sean John	Sean John	15MT202151820	LEGACY TEE	Summer 2020	T-Shirts	Mixed Media	14	99
1140	GB01	783	Sean John	Sean John	15MT203025900	POSITIVE VIBES ONLY TEE	Summer 2020	T-Shirts	Screen Print	84	477
1140	GB01	783	Sean John	Sean John	15MT211004403	UNITE	Summer 2021	T-Shirts	Mixed Media	72	492
1140	GB01	783	Sean John	Sean John	15MT211007403	TIGER ROAR	Summer 2021	T-Shirts	Mixed Media	105	744
1140	GB01	783	Sean John	Sean John	15MT211010115	GEO PANTHER HEAD	Summer 2021	T-Shirts	Screen Print	105	757
1140	GB01	783	Sean John	Sean John	15MT211019115	WATERCOLOR TIGER	Summer 2021	T-Shirts	Screen Print	83	437
1140	GB01	783	Sean John	Sean John	15MT212029115	IMAGINE BELIEVE ACHIEVE	Summer 2021	T-Shirts	Screen Print	37	262
1140	GB01	783	Sean John	Sean John	15MT212031115	UNITE	Summer 2021	T-Shirts	Screen Print	211	1,492
1140	GB01	783	Sean John	Sean John	15MT212031900	UNITE	Summer 2021	T-Shirts	Screen Print	101	714
1140	GB01	783	Sean John	Sean John	15MW191201-428-PC	CHAMBRAY CARGO SHORTS	Summer 2019	Bottoms	Shorts	1,398	19,935
1140	GB01	783	Sean John	Sean John	15MW191401-083-PC	S/S COTE DAZUR SHIRT	Spring 2019	Tops	Shirts	1	9
1140	GB01	783	Sean John	Sean John	15MW191401-403-PC	S/S COTE DAZUR SHIRT	Summer 2019	Tops	Shirts	2	23

1140	GB01	783	Sean John	Sean John	15MW192204-115-PC	S/S ZIP FRONT HOODIE	Summer 2019	Tops	Shirts	14	214
1140	GB01	783	Sean John	Sean John	15MW192207-115-PC	SANTORINI LINEN JOGGER	Summer 2019	Bottoms	Pants	14	186
1140	GB01	783	Sean John	Sean John	15MW192404-115-PC	S/S WHITE PARTY LINEN SHIRT	Summer 2019	Tops	Shirts	1	12
1140	GB01	783	Sean John	Sean John	15MW192407-115-PC	S/S GREEK GOD SHIRT	Summer 2019	Tops	Shirts	76	933
1140	GB01	783	Sean John	Sean John	15MW192408-115-PC	L/S LINEN SANTORINI SHIRT	Summer 2019	Tops	Shirts	26	351
1140	GB01	783	Sean John	Sean John	15MW193418-115-PC	S/S ABSTRACT NYC SHIRT	Summer 2019	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15MW201200115	LINEN TRUCKER JACKET	Summer 2020	Jackets	Jackets	218	5,263
1140	GB01	783	Sean John	Sean John	15MW201201115	LINEN MOTO DETAIL PANT	Summer 2020	Bottoms	Pants	57	854
1140	GB01	783	Sean John	Sean John	15MW201202115	SLEEVELESS CONTRAST ZIP UP HOODIE	Summer 2020	Tops	Shirts	383	6,584
1140	GB01	783	Sean John	Sean John	15MW201204115	LINEN UTILITY JOGGER	Summer 2020	Bottoms	Pants	587	8,922
1140	GB01	783	Sean John	Sean John	15MW201205115	LINEN UTILITY SHORT	Summer 2020	Bottoms	Pants	7	89
1140	GB01	783	Sean John	Sean John	15MW201400115	S/S CONTRAST TUXEDO LINEN SHIRT	Summer 2020	Tops	Shirts	4	40
1140	GB01	783	Sean John	Sean John	15MW201408143	S/S OVERSIZE PLAID SHIRT	Summer 2020	Tops	Shirts	12	115
1140	GB01	783	Sean John	Sean John	15MW201408475	S/S OVERSIZE PLAID SHIRT	Summer 2020	Tops	Shirts	8	77
1140	GB01	783	Sean John	Sean John	15MW201408960	S/S OVERSIZE PLAID SHIRT	Summer 2020	Tops	Shirts	3	29
1140	GB01	783	Sean John	Sean John	15MW211206115	SJ MONOGRAM SHORT	Summer 2021	Bottoms	Shorts	40	550
1140	GB01	783	Sean John	Sean John	15MW211206403	SJ MONOGRAM SHORT	Summer 2021	Bottoms	Shorts	45	619
1140	GB01	783	Sean John	Sean John	15MW211206811	SJ MONOGRAM SHORT	Summer 2021	Bottoms	Shorts	36	495
1140	GB01	783	Sean John	Sean John	15MW211207403	ALL OVER PRINTED SHORT	Summer 2021	Bottoms	Shorts	24	369
1140	GB01	783	Sean John	Sean John	15MW211405115	LINEN RESORT SHIRT	Summer 2021	Tops	Shirts	8	81
1140	GB01	783	Sean John	Sean John	15MW211406115	SJ MONOGRAM RESORT SHIRT	Summer 2021	Tops	Shirts	54	920
1140	GB01	783	Sean John	Sean John	15MW211406403	SJ MONOGRAM RESORT SHIRT	Summer 2021	Tops	Shirts	22	375
1140	GB01	783	Sean John	Sean John	15MW211406811	SJ MONOGRAM RESORT SHIRT	Summer 2021	Tops	Shirts	34	579
1140	GB01	783	Sean John	Sean John	15OPFK150513-001	XV 1998 CREWNECK	Fall 2015	Jackets	Jackets	2	16
1140	GB01	783	Sean John	Sean John	15SJ192805BT452-PC	REVOLUTION JEAN	Spring 2019	Bottoms	Jeans	110	2,577
1140	GB01	783	Sean John	Sean John	15SJ192808-900-PC	BLACK ON BLACK JEAN	Spring 2019	Bottoms	Jeans	1	13
1140	GB01	783	Sean John	Sean John	15SJ199830-115-PC	5PK JEAN BRIGHT WHITE	Spring 2019	Bottoms	Jeans	15	112
1140	GB01	783	Sean John	Sean John	15SJ199839-071-PC	5PK JEAN STATIC WASH	Spring 2019	Bottoms	Jeans	1	11
1140	GB01	783	Sean John	Sean John	15SJ201804422	WHITE JACKET	Spring 2020	Outerwear	Jackets	147	2,414
1140	GB01	783	Sean John	Sean John	15SJ201806943	5PKT DENIM	Spring 2020	Bottoms	Jeans	13	214
1140	GB01	783	Sean John	Sean John	15SJ201806BT-943	5PKT DENIM	Spring 2020	Bottoms	Jeans	1	19
1140	GB01	783	Sean John	Sean John	15SJ201806BT-943P6	5PKT DENIM	Spring 2020	Bottoms	Jeans	6	116
1140	GB01	783	Sean John	Sean John	15SJ201807-422	5PKT DENIM	Spring 2020	Bottoms	Jeans	17	264
1140	GB01	783	Sean John	Sean John	15SJ202802-115	MOTO JEAN	Spring 2020	Bottoms	Jeans	68	1,178
1140	GB01	783	Sean John	Sean John	15SJ202802BT-115	MOTO JEAN	Spring 2020	Bottoms	Jeans	1	20
1140	GB01	783	Sean John	Sean John	15SJ203811BT-925	5PKT JEANS	Spring 2020	Bottoms	Jeans	1	18
1140	GB01	783	Sean John	Sean John	15SK190114-115-PC	S/S OTTOMAN KNIT	Spring 2019	T-Shirts	Solid	2	24
1140	GB01	783	Sean John	Sean John	15SK190114-900-PC	S/S OTTOMAN KNIT	Spring 2019	T-Shirts	Solid	2	24
1140	GB01	783	Sean John	Sean John	15SK190614-627-PC	S/S OTTOMAN SHORT	Spring 2019	Bottoms	Shorts	3	35
1140	GB01	783	Sean John	Sean John	15SK190614-900-PC	S/S OTTOMAN SHORT	Spring 2019	Bottoms	Shorts	1	12
1140	GB01	783	Sean John	Sean John	15SK191107-083-PC	CONTRASTED PIECED ZIP BOMBER	Spring 2019	Tops	Tops	2	34
1140	GB01	783	Sean John	Sean John	15SK191511-430-PC	SJ POP OVER HOODIE	Spring 2019	Tops	Tops	1	15
1140	GB01	783	Sean John	Sean John	15SK191518-083-PC	CHEVRON PIECEDSTRIPE CREWNECK SWEATSHIRT	Spring 2019	Tops	Sweatshirts	4	69
1140	GB01	783	Sean John	Sean John	15SK192106BT115-PC	REVOLT PANTHER	Spring 2019	Tops	T-Shirts	378	3,485
1140	GB01	783	Sean John	Sean John	15SK192529-900-PC	PROTEST TRACK JACKET	Spring 2019	Jackets	Jackets	8	180
1140	GB01	783	Sean John	Sean John	15SK192532-900-PC	DUAL PANTHER CREW NECK	Spring 2019	Tops	Tops	4	62
1140	GB01	783	Sean John	Sean John	15SK192535-900-PC	PROTEST CREW NECK	Spring 2019	Tops	Tops	2	28
1140	GB01	783	Sean John	Sean John	15SK192539BT115-PC	MUHAMMAD ALI CREW	Spring 2019	Tops	Tops	4	80
1140	GB01	783	Sean John	Sean John	15SK192600-900-PC	PROTEST TRACK PANT	Spring 2019	Bottoms	Pants	2	40
1140	GB01	783	Sean John	Sean John	15SK193504-403-PC	TRI PRINT JACKET	Spring 2019	Jackets	Jackets	1	14
1140	GB01	783	Sean John	Sean John	15SK193510-403-PC	PLAID CHEVYTON BLOCKED TRACK JACKET	Spring 2019	Jackets	Jackets	15	342
1140	GB01	783	Sean John	Sean John	15SK193604-403-PC	TRI PRINT PANT	Spring 2019	Bottoms	Pants	1	14
1140	GB01	783	Sean John	Sean John	15SK193610-403-PC	SIDE PANEL BLOCKED PANT	Spring 2019	Bottoms	Pants	4	70
1140	GB01	783	Sean John	Sean John	15SK199117-900-P24	BASIC LOGO SIDE TAPE TEE	Spring 2019	Tops	Tops	144	543
1140	GB01	783	Sean John	Sean John	15SK199117-900-PC	BASIC LOGO SIDE TAPE TEE	Spring 2019	Tops	Tops	2	8
1140	GB01	783	Sean John	Sean John	15SK199588-001-PC	LS/S KNIT TOP SOLID	Spring 2019	Tops	Tops	1	6
1140	GB01	783	Sean John	Sean John	15SK199650-403-PC	BLOCKED KNIT SHORT	Fall 2018	Bottoms	Shorts	5	27
1140	GB01	783	Sean John	Sean John	15SK199651BT115PC	CONTRAST PIECING WITH POCKETS	Fall 2018	Bottoms	Shorts	1	6
1140	GB01	783	Sean John	Sean John	15SK201500-083	ANGLED COLOR BLOCKED TRACK JACKET	Spring 2020	Jackets	Jackets	1	19
1140	GB01	783	Sean John	Sean John	15SK201600-064	ANGLED COLOR BLOCKED TRACK PANT	Spring 2020	Bottoms	Sweatpants	2	33
1140	GB01	783	Sean John	Sean John	15SK201602-403-P11	EXTENDED ZIPPER POCKETS JOGGER	Spring 2020	Bottoms	Sweatpants	22	413
1140	GB01	783	Sean John	Sean John	15SK202512-403-P11	CURVED COLOR BLOCKED TRACK JACKET	Spring 2020	Jackets	Jackets	22	476
1140	GB01	783	Sean John	Sean John	15SK202513-403	S/S CURVED COLOR BLOCKED TEE	Spring 2020	T-Shirts	Mixed Media	1	10
1140	GB01	783	Sean John	Sean John	15SK202513-403-P9	S/S CURVED COLOR BLOCKED TEE	Spring 2020	T-Shirts	Mixed Media	18	192
1140	GB01	783	Sean John	Sean John	15SK202514-115-P9	S/S CURVED LINES PRINTED POLO	Spring 2020	Tops	Polos	18	227
1140	GB01	783	Sean John	Sean John	15SK202619-403	ALL OVER CURVE PRINT TRACK SHORT	Spring 2020	Bottoms	Shorts	3	45
1140	GB01	783	Sean John	Sean John	15SK203521-115-P9	S/S YARN DYE STRIPE TEE	Spring 2020	T-Shirts	Mixed Media	36	248
1140	GB01	783	Sean John	Sean John	15SK203527-115	S/S PINSTRIPE BLOCKED TEE	Spring 2020	Tops	Tops	17	142
1140	GB01	783	Sean John	Sean John	15SK211501064	YARN DYE RIB TRACK JACKET	Spring 2021	Jackets	Jackets	29	569
1140	GB01	783	Sean John	Sean John	15SK211503083	ZIP KANGAROO POCKET HOODIE	Spring 2021	Tops	Sweatshirts	51	984
1140	GB01	783	Sean John	Sean John	15SK211508900	PANTHER SWEATSHIRT	Spring 2021	Tops	Sweatshirts	8	152
1140	GB01	783	Sean John	Sean John	15SK211509633	MURAL SWEATSHIRT	Spring 2021	Tops	Sweatshirts	15	278
1140	GB01	783	Sean John	Sean John	15SK211601064	YARN DYE RIB JOGGER	Spring 2021	Bottoms	Sweatpants	12	215
1140	GB01	783	Sean John	Sean John	15SK212510403	COLOR BLOCKED TRACK JACKET	Spring 2021	Jackets	Jackets	50	941
1140	GB01	783	Sean John	Sean John	15SK212610403	COLOR BLOCKED JOGGER	Spring 2021	Bottoms	Sweatpants	33	521
1140	GB01	783	Sean John	Sean John	15SS203100-680	S/S JACQUARD CURVE LINES SWEATER POLO	Spring 2020	Tops	Polos	90	1,193
1140	GB01	783	Sean John	Sean John	15ST181030BT001-PC	S/S CANT STOP WONT STOP	Spring 2018	Tops	Shirts	4	29
1140	GB01	783	Sean John	Sean John	15ST191052-115-PC	POP CUBISM	Spring 2019	Tops	Tops	9	60
1140	GB01	783	Sean John	Sean John	15ST192043-627-PC	UNITE TEE	Spring 2019	Tops	T-Shirts	1	7
1140	GB01	783	Sean John	Sean John	15ST192044-900-PC	SJ PATCH TEE	Spring 2019	Tops	T-Shirts	1	6
1140	GB01	783	Sean John	Sean John	15ST193152-403-PC	TIGER STUD	Spring 2019	Tops	T-Shirts	1	6
1140	GB01	783	Sean John	Sean John	15ST193152BT403-PC	TIGER STUD	Spring 2019	Tops	T-Shirts	2	15
1140	GB01	783	Sean John	Sean John	15ST199087BT001P24	POSITIVE VIBES ONLY	Fall 2018	T-Shirts	Solid	72	416
1140	GB01	783	Sean John	Sean John	15ST201008-403	LOVE	Spring 2020	T-Shirts	Screen Print	7	40
1140	GB01	783	Sean John	Sean John	15ST201008-403-P9	LOVE	Spring 2020	T-Shirts	Screen Print	234	1,346

1140	GB01	783	Sean John	Sean John	15ST201014-819	GRAFFITI STATEMENT	Spring 2020	T-Shirts	Screen Print	2	11
1140	GB01	783	Sean John	Sean John	15ST201045-115-P9	DREAM BIG	Spring 2020	T-Shirts	Screen Print	36	167
1140	GB01	783	Sean John	Sean John	15ST202020-115-P9	SJ RAINBOW BLOCK	Spring 2020	T-Shirts	Screen Print	18	116
1140	GB01	783	Sean John	Sean John	15ST202020-900-P9	SJ RAINBOW BLOCK	Spring 2020	T-Shirts	Screen Print	18	116
1140	GB01	783	Sean John	Sean John	15ST202021-716	UNITE	Spring 2020	T-Shirts	Screen Print	11	67
1140	GB01	783	Sean John	Sean John	15ST202022-115	POSITIVE VIBES ONLY	Spring 2020	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15ST202022-115-P9	POSITIVE VIBES ONLY	Spring 2020	T-Shirts	Screen Print	54	341
1140	GB01	783	Sean John	Sean John	15ST202024-115	ELEVATE	Spring 2020	T-Shirts	Screen Print	7	44
1140	GB01	783	Sean John	Sean John	15ST202024-430	ELEVATE	Spring 2020	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15ST202026-115	ABSTRACT	Spring 2020	T-Shirts	Screen Print	1	5
1140	GB01	783	Sean John	Sean John	15ST202026-115-P9	ABSTRACT	Spring 2020	T-Shirts	Screen Print	72	384
1140	GB01	783	Sean John	Sean John	15ST202043-623	TIGER SPLATTER	Spring 2020	T-Shirts	Screen Print	9	56
1140	GB01	783	Sean John	Sean John	15ST202043-623-P9	TIGER SPLATTER	Spring 2020	T-Shirts	Screen Print	18	112
1140	GB01	783	Sean John	Sean John	15ST202044-403-P9	GALLERY	Spring 2020	T-Shirts	Screen Print	126	673
1140	GB01	783	Sean John	Sean John	15ST202056-115-P9	PROVE THEM TRANSIT	Spring 2020	T-Shirts	Screen Print	18	112
1140	GB01	783	Sean John	Sean John	15ST202056-430-P9	PROVE THEM TRANSIT	Spring 2020	T-Shirts	Screen Print	72	448
1140	GB01	783	Sean John	Sean John	15ST203034-115	CHILL	Spring 2020	T-Shirts	Screen Print	3	18
1140	GB01	783	Sean John	Sean John	15ST203034-115-P9	CHILL	Spring 2020	T-Shirts	Screen Print	72	433
1140	GB01	783	Sean John	Sean John	15ST203035-900	KEEP PROVING THEM WRONG	Spring 2020	T-Shirts	Screen Print	9	61
1140	GB01	783	Sean John	Sean John	15ST203037-115	DREAM BIG	Spring 2020	T-Shirts	Screen Print	4	27
1140	GB01	783	Sean John	Sean John	15ST203037-115-P9	DREAM BIG	Spring 2020	T-Shirts	Screen Print	54	360
1140	GB01	783	Sean John	Sean John	15ST203040-900	SJ ALL OVER PRINT	Spring 2020	T-Shirts	Screen Print	2	12
1140	GB01	783	Sean John	Sean John	15ST203042-680	TROPICAL PRINT	Spring 2020	T-Shirts	Screen Print	5	27
1140	GB01	783	Sean John	Sean John	15ST203042-680-P9	TROPICAL PRINT	Spring 2020	T-Shirts	Screen Print	72	385
1140	GB01	783	Sean John	Sean John	15ST203050-403	PROVE THEM WRONG	Spring 2020	T-Shirts	Screen Print	2	12
1140	GB01	783	Sean John	Sean John	15ST203061-115	TIE DYE SCRIPT CITIES	Spring 2020	T-Shirts	Screen Print	1	8
1140	GB01	783	Sean John	Sean John	15ST203061-115-P9	TIE DYE SCRIPT CITIES	Spring 2020	T-Shirts	Screen Print	18	135
1140	GB01	783	Sean John	Sean John	15ST211003115	BLM FISTS	Spring 2021	T-Shirts	Screen Print	22	99
1140	GB01	783	Sean John	Sean John	15ST211004900	STAND UNITED	Spring 2021	T-Shirts	Screen Print	2	10
1140	GB01	783	Sean John	Sean John	15ST211005900	UNAPOLOGETICALLY BLACK	Spring 2021	T-Shirts	Screen Print	3	14
1140	GB01	783	Sean John	Sean John	15ST211013115	CROWN NO JUSTICE NO PEACE	Spring 2021	T-Shirts	Screen Print	3	23
1140	GB01	783	Sean John	Sean John	15ST211020115	BLACK EXCELLENCE TIGER HEAD	Spring 2021	T-Shirts	Screen Print	4	34
1140	GB01	783	Sean John	Sean John	15ST211023633	SEEDS	Spring 2021	T-Shirts	Screen Print	16	128
1140	GB01	783	Sean John	Sean John	15ST211024115	SCRIPT LOGO STATEMENT	Spring 2021	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15ST211024822	SCRIPT LOGO STATEMENT	Spring 2021	T-Shirts	Screen Print	2	13
1140	GB01	783	Sean John	Sean John	15ST211024900	SCRIPT LOGO STATEMENT	Spring 2021	T-Shirts	Screen Print	39	254
1140	GB01	783	Sean John	Sean John	15ST212028115	UNITE PANTHER EYES	Spring 2021	T-Shirts	Screen Print	50	325
1140	GB01	783	Sean John	Sean John	15ST212028900	UNITE PANTHER EYES	Spring 2021	T-Shirts	Screen Print	17	111
1140	GB01	783	Sean John	Sean John	15ST212031115	TRIBAL TIGER HEAD	Spring 2021	T-Shirts	Mixed Media	10	80
1140	GB01	783	Sean John	Sean John	15ST212033115	GEO EMBELLISHED LION HEAD	Spring 2021	T-Shirts	Screen Print	14	102
1140	GB01	783	Sean John	Sean John	15ST212033904	GEO EMBELLISHED LION HEAD	Spring 2021	T-Shirts	Screen Print	4	29
1140	GB01	783	Sean John	Sean John	15ST212035403	PAINTBRUSH TIGER	Spring 2021	T-Shirts	Screen Print	1	7
1140	GB01	783	Sean John	Sean John	15ST212039633	SPREAD LOVE	Spring 2021	T-Shirts	Mixed Media	68	442
1140	GB01	783	Sean John	Sean John	15ST212039904	SPREAD LOVE	Spring 2021	T-Shirts	Mixed Media	22	143
1140	GB01	783	Sean John	Sean John	15ST212040900	KING	Spring 2021	T-Shirts	Screen Print	22	143
1140	GB01	783	Sean John	Sean John	15SW170254-001	FLIGHT SHORT ZIPPER	ALL	Bottoms	Shorts	24	324
1140	GB01	783	Sean John	Sean John	15SW170254-078	FLIGHT SHORT ZIPPER	Spring 2017	Bottoms	Shorts	4	50
1140	GB01	783	Sean John	Sean John	15SW170254-274-PC	FLIGHT SHORT ZIPPER	ALL	Bottoms	Shorts	4	56
1140	GB01	783	Sean John	Sean John	15SW170254-312	CONTRAST ZIP FLIGHT SHORT	ALL	Bottoms	Shorts	1	14
1140	GB01	783	Sean John	Sean John	15SW190215-115-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	11
1140	GB01	783	Sean John	Sean John	15SW190215-286-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	11
1140	GB01	783	Sean John	Sean John	15SW190215BT001-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	13
1140	GB01	783	Sean John	Sean John	15SW190215BT403-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	13
1140	GB01	783	Sean John	Sean John	15SW190215BT475-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	13
1140	GB01	783	Sean John	Sean John	15SW190215BT957-PC	LINEN SHORT	Spring 2019	Bottoms	Shorts	1	13
1140	GB01	783	Sean John	Sean John	15SW190415-115-PC	S/S LINEN SHIRT	Spring 2019	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15SW190415-656-PC	S/S LINEN SHIRT	Spring 2019	Tops	Shirts	1	11
1140	GB01	783	Sean John	Sean John	15SW190415BT430-PC	S/S LINEN SHIRT	Spring 2019	Tops	Shirts	1	13
1140	GB01	783	Sean John	Sean John	15SW193421-083-PC	S/S SJ PRINTED WOVEN	Spring 2019	Tops	Tops	1	11
1140	GB01	783	Sean John	Sean John	15SW199477-286-PC	LS COLOR BLOCK SHIRT	Spring 2019	Tops	Shirts	4	22
1140	GB01	783	Sean John	Sean John	15SW199482BT312-PC	LS YD LARGE PLAID	Spring 2019	Tops	Shirts	1	7
1140	GB01	783	Sean John	Sean John	15SW199493-490-PC	S/S PLAID SHIRT WITH TAPING	Spring 2019	Tops	Shirts	1	6
1140	GB01	783	Sean John	Sean John	15SW201430115P9	S/S FLIGHT SHIRT	Spring 2020	Tops	Shirts	36	634
1140	GB01	783	Sean John	Sean John	15SW203256403	CONTRAST PIPING SHORTS	Spring 2020	Bottoms	Shorts	1,044	15,253
1140	GB01	783	Sean John	Sean John	15SW209220BT403	LINEN CARGO SHORT	Spring 2020	Bottoms	Shorts	3	39
1140	GB01	783	Sean John	Sean John	15SW209220BT409P3	LINEN CARGO SHORT	Spring 2020	Bottoms	Shorts	6	78
1140	GB01	783	Sean John	Sean John	15SW209453115	S/S MULTI COLOR CHECK SHIRT	Spring 2020	Tops	Shirts	2	14
1140	GB01	783	Sean John	Sean John	15SW212205115	NYLON TRACK JACKET	Spring 2021	Jackets	Jackets	12	340
1140	GB01	783	Sean John	Sean John	15SW212206115	NYLON TRACK PANT	Spring 2021	Bottoms	Sweatpants	14	303
1140	GB01	783	Sean John	Sean John	15T099-068-PC	CITY SCRIPT TEE	ALL	T-Shirts	Solid	1	6
1140	GB01	783	Sean John	Sean John	15T099-115-PC	SIGNATURE SCRIPT TEE	ALL	T-Shirts	Solid	3	18
1140	GB01	783	Sean John	Sean John	15T099-186-PC	CITY SCRIPT LOGO 2020 TEE	Spring 2020	T-Shirts	Screen Print	3	18
1140	GB01	783	Sean John	Sean John	15T099-207-PC	CITY SCRIPT LOGO TEE	ALL	T-Shirts	Screen Print	2	12
1140	GB01	783	Sean John	Sean John	15T099-286-PC	SIGNATURE SCRIPT TEE	ALL	Tops	Tops	5	31
1140	GB01	783	Sean John	Sean John	15T099-430-PC	CITY SCRIPT LOGO 2020 TEE	ALL	T-Shirts	Screen Print	1	6
1140	GB01	783	Sean John	Sean John	15T099-817-PC	CITY SCRIPT TEE	ALL	T-Shirts	Solid	4	24
1140	GB01	783	Sean John	Sean John	15T099-900-PC	CITY SCRIPT TEE	ALL	T-Shirts	Solid	1	6
1140	GB01	783	Sean John	Sean John	15W224P-018	FLIGHT PANT	ALL	Bottoms	Pants	5	60
1140	GB01	783	Sean John	Sean John	15W224P-101	FLIGHT PANT	ALL	Bottoms	Pants	1	12
1140	GB01	783	Sean John	Sean John	15W224P-115	FLIGHT PANT	ALL	Bottoms	Jeans	1	12
1140	GB01	783	Sean John	Sean John	15W224P-250	FLIGHT PANT	ALL	Bottoms	Pants	13	154
1140	GB01	783	Sean John	Sean John	15W224P-265	FLIGHT PANT	ALL	Bottoms	Pants	1	12
1140	GB01	783	Sean John	Sean John	15W224P-463	FLIGHT PANT	ALL	Bottoms	Pants	1	12
1140	GB01	783	Sean John	Sean John	15W225S-006-PC	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	14	155
1140	GB01	783	Sean John	Sean John	15W225S-009-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	722	8,512

1140	GB01	783	Sean John	Sean John	15W225S-063-PC	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	1,033	12,179
1140	GB01	783	Sean John	Sean John	15W225S-101	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	1	12
1140	GB01	783	Sean John	Sean John	15W225S-115	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	106	1,204
1140	GB01	783	Sean John	Sean John	15W225S-213-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	68	802
1140	GB01	783	Sean John	Sean John	15W225S-250	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	763	9,049
1140	GB01	783	Sean John	Sean John	15W225S-286	FLIGHT SHORT 2017	ALL	Bottoms	Shorts	187	2,126
1140	GB01	783	Sean John	Sean John	15W225S-403	FLIGHT SHORT 2017	ALL	Bottoms	Shorts	697	7,925
1140	GB01	783	Sean John	Sean John	15W225S-430-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	254	2,885
1140	GB01	783	Sean John	Sean John	15W225S-477-PC	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	443	4,904
1140	GB01	783	Sean John	Sean John	15W225S-627-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	63	716
1140	GB01	783	Sean John	Sean John	15W225S-628-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	34	401
1140	GB01	783	Sean John	Sean John	15W225S680	CLASSIC FLIGHT SHORTS	ALL	Bottoms	Shorts	424	4,312
1140	GB01	783	Sean John	Sean John	15W225S817	CLASSIC FLIGHT SHORTS	ALL	Bottoms	Shorts	78	793
1140	GB01	783	Sean John	Sean John	15W225SBT-009-PC	FLIGHT SHORT	ALL	Bottoms	Shorts	2	28
1140	GB01	783	Sean John	Sean John	15W225SBT-063-PC	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	11	155
1140	GB01	783	Sean John	Sean John	15W225SBT-115	FLIGHT SHORT 2017	ALL	Bottoms	Shorts	1	14
1140	GB01	783	Sean John	Sean John	15W225SBT-286	FLIGHT SHORT 2017	ALL	Bottoms	Shorts	9	122
1140	GB01	783	Sean John	Sean John	15W225SBT-477-PC	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	1	13
1140	GB01	783	Sean John	Sean John	15W228-428	CLASSIC FLIGHT SHORT	ALL	Bottoms	Shorts	6	72
1140	GB01	783	Sean John	Sean John	15W236-001	ANGLED POCKET LINEN SHORT 2016	ALL	Bottoms	Shorts	3	33
1140	GB01	783	Sean John	Sean John	15W236-250	ANGLED POCKET LINEN SHORT 2016	ALL	Bottoms	Shorts	1	11
1140	GB01	783	Sean John	Sean John	15W236-314	ANGLED POCKET LINEN SHORT 2016	ALL	Bottoms	Shorts	2	22
1140	GB01	783	Sean John	Sean John	15W238-001-PC	FLIGHT PANT	ALL	Bottoms	Pants	1	14
1140	GB01	783	Sean John	Sean John	15W238-115-PC	FLIGHT PANT	ALL	Bottoms	Pants	23	327
1140	GB01	783	Sean John	Sean John	15W238-403-PC	FLIGHT PANT	ALL	Bottoms	Pants	12	171
1140	GB01	783	Sean John	Sean John	15W239115	LINEN SHORT	ALL	Bottoms	Shorts	87	894
1140	GB01	783	Sean John	Sean John	15W239146	LINEN SHORT	Spring 2021	Bottoms	Shorts	10	104
1140	GB01	783	Sean John	Sean John	15W239294	LINEN SHORT	ALL	Bottoms	Shorts	105	1,079
1140	GB01	783	Sean John	Sean John	15W239403	LINEN SHORT	ALL	Bottoms	Shorts	113	1,162
1140	GB01	783	Sean John	Sean John	15W239409	LINEN SHORT	ALL	Bottoms	Shorts	4	41
1140	GB01	783	Sean John	Sean John	15W239680	LINEN SHORT	ALL	Bottoms	Shorts	747	7,679
1140	GB01	783	Sean John	Sean John	15W239718	LINEN SHORT	ALL	Bottoms	Shorts	525	5,397
1140	GB01	783	Sean John	Sean John	15W239900	LINEN SHORT	ALL	Bottoms	Shorts	91	935
1140	GB01	783	Sean John	Sean John	15W423-428	S/S CHAMBRAY SHIRT 2016	ALL	Tops	Shirts	29	269
1140	GB01	783	Sean John	Sean John	15W426-001-PC	S/S FLIGHT SHIRT	ALL	Tops	Shirts	15	141
1140	GB01	783	Sean John	Sean John	15W426-115-PC	S/S FLIGHT SHIRT	ALL	Tops	Shirts	694	6,503
1140	GB01	783	Sean John	Sean John	15W427-001-PC	S/S LINEN SHIRT	ALL	Tops	Shirts	254	2,629
1140	GB01	783	Sean John	Sean John	15W427-115-PC	S/S LINEN SHIRT	ALL	Tops	Shirts	1	10
1140	GB01	783	Sean John	Sean John	15W427-621-PC	S/S LINEN SHIRT	ALL	Tops	Shirts	1	10
1140	GB01	783	Sean John	Sean John	15W427115	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	146	1,269
1140	GB01	783	Sean John	Sean John	15W427115P9	S/S FLIGHT LINEN SHIRT	Spring 2020	Tops	Shirts	18	156
1140	GB01	783	Sean John	Sean John	15W427146	S/S FLIGHT LINEN SHIRT	Spring 2021	Tops	Shirts	29	273
1140	GB01	783	Sean John	Sean John	15W427294	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	259	2,251
1140	GB01	783	Sean John	Sean John	15W427403	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	133	1,156
1140	GB01	783	Sean John	Sean John	15W427409	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	2	17
1140	GB01	783	Sean John	Sean John	15W427680	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	3	26
1140	GB01	783	Sean John	Sean John	15W427718	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	6	52
1140	GB01	783	Sean John	Sean John	15W427900	S/S FLIGHT LINEN SHIRT	ALL	Tops	Shirts	149	1,295
										22,105	\$ 278,076

Schedule 3.8(a)
Material Customers

Customer	Aggregate consideration for goods or services rendered FY ending March 2021
Macy's	\$4,022,912
BURLINGTON	\$1,202,995
K & G Stores	\$1,105,462
AMAZON.COM	\$322,285
STEAL DEAL INC	\$246,810
FORMAN MILLS INC	\$204,638

Schedule 3.8(b)
Material Suppliers

Supplier Name	Aggregate consideration for goods or services rendered FY ending March 2021
St. Wonderful International Group	\$3,455,562
Concept Creator Fashion	\$2,239,528
PORT LOGISTICS GROUP	\$883,527
Everlong Industrial Company Limited	\$702,883
LF LOGISTICS USA LLC	\$612,561
Citadel Apparel	\$551,031
Porta Asiatica Enterprises	\$496,689
GOOGLE, INC.	\$413,533
U.S. CUSTOMS AND BORDER PROTECTION	\$342,583
AREA TWELVE LLC	\$337,181
EL TORO INTERACTIVE, LLC	\$281,842
Sakthi Infra Tex	\$154,047
WICK CREATIVE LTD	\$150,085
BRAND STRATEGY, LLC	\$140,500

Schedule 3.9
Legal Proceedings

1. Sean Combs v. GBG Sean John LLC, GBG USA Inc., Missguided Limited, and Missguided USA (Finance) Inc., US District Ct., Southern District NY. Index No. 21-cv-996. Plaintiff filed this lawsuit on February 4, 2021 alleging unauthorized usage of Mr. Combs' likeness or identify and violation of his common law right of publicity in connection with the launch of the Sean John/Missguided collaboration in September 2020. Mr. Combs is alleging damages of \$25,000,000. GBG's answer in the action was filed on March 29, 2021.
2. Citizen One, Inc. d/b/a Citizen Change and CE Trademark, LLC v. GBG Sean John LLC, US District Ct., Southern District, NY. Index No. 21-CV-1199. Citizen One filed this lawsuit on February 10, 2021 alleging trademark infringement, unfair competition and other claims arising from the filing by GBG Sean John of a trademark application for the "VOTE OR DIE" mark, and the continued use of such mark after GBG Sean John allegedly agreed to convey its rights in the mark back to Citizen One. GBG's answer in the action was filed on March 29, 2021.
3. CE Trademark, LLC v. GBG Sean John LLC, Opp. No. 91267120. This is an opposition action filed in the Trademark Trial and Appeal Board on January 19, 2021 by CE Trademarks against GBG Sean John's application to register the mark "VOTE OR DIE" (Application No. 88679181) in class 25 for apparel. GBG Sean John has filed an answer in the action.
4. Andrew Baracco v. GBG USA, Inc., Superior Court of the State of California for the County of Los Angeles, Central District, Case No. 21STCV17206. This complaint was served on June 17, 2021. Plaintiff alleges that the Sean John website is not readily and fully accessible to and usable by blind and visually impaired individuals, in violation of the California Unruh Civil Rights Act. This complaint was never answered due to the Debtors' filing for bankruptcy shortly after receipt thereof.

Schedule 3.11(a)(i)
Employees

Attached hereto as Schedule 3.11(a)(i).

Empl ID	Status	Full Name	Status	Job Title	Annual Rate	Hire Date	Benefit Program	Group/Division Name	Exempt/Non	Regular/Temporary - Job Dta	Full/Part Time
122044	Retained for Deal Close - Sean John	Kogan, Arkady	A	Senior Technical Designer	105,585	09/01/2010	AFE	Sean Jean	E	R	F
133245	Retained for Deal Close - Sean John	Elizy, Tiffany	A	Manager, Marketing	90,000	01/01/2017	AFE	Total Marketing & Communications	E	R	F
133249	Retained for Deal Close - Sean John	Lafontant, Alain	A	VP, Division Head	275,000	01/01/2017	AFE	Sean Jean	E	R	F
122048	Retained for Deal Close - Sean John	Perez, Melissa	A	Manager, Operations	65,200	09/01/2010	AFE	Sean Jean	E	R	F
143304	Retained for Deal Close - Sean John	Tonleu, Nelly	A	Manager, Merchandising	85,000	06/07/2021	AFE	Sean Jean	E	R	F
008382	Retained for Deal Close - Tahari or Aqua	Kelley, Donna G	A	Manager, Order Management	66,933	01/01/2008	AFE	Logistics Total	E	R	F

Schedule 3.11(a)(ii)
Independent Contractors

None.

Schedule 3.11(b)
Multiemployer Plan

None.

Schedule 3.11(c)
WARN Act

All employees received the WARN Act notices sent to all New York based employees prior to the Chapter 11 filings.

Schedule 3.12(a)
Intellectual Property

Trademarks

1. Schedule 1.1(e) is incorporated herein by reference.

Domain Names

1. seanjohn.com
2. sean-john.co.za
3. seanjohn-gbg.com
4. seanjohn-iamking.biz
5. seanjohn-iamking.com
6. seanjohn-iamking.info
7. seanjohn-iamking.net
8. seanjohn-iamking.org
9. seanjohn-iamking.us
10. seanjohn-lfusa.com
11. seanjohncombs.com
12. seanjohnfragrance.co.uk
13. seanjohnfragrance.uk
14. seanjohnfragrances.biz
15. seanjohnfragrances.co.uk
16. seanjohnfragrances.com.mx
17. seanjohnfragrances.gr
18. seanjohnfragrances.it
19. seanjohnfragrances.mx
20. seanjohnfragrances.net
21. seanjohnfragrances.uk
22. seanjohnfragrances.us

Social Media Platforms

1. Youtube
2. Instagram
3. Facebook
4. Twitter
5. ENYCESTYLE Instagram
6. Bazaarvoice (<https://www.macysreviewsquad.com/authenticate>)
7. Gmail
8. Pinterest
9. Brand 24
10. Hootsuite
11. Klavyio

Schedule 3.12(b)
Intellectual Property Proceedings

Schedule 3.9 is incorporated herein by reference.

Schedule 3.14
Taxes

None.

Schedule 3.15
Financial Information

Attached hereto as Schedule 3.15.

M_SJTOT
2021.09
USD



GLOBAL BRANDS
GROUP

Trial Balance

2021 Sept - DRAFT

Account	C1140 - Pacific	C1410 - Sean John LLC
GOODWILL - Goodwill	-	-
NET_PPE - Net PP&E	-	-
FIN_ASSETS - Financial Assets Available for Sale	-	-
INV_SUBS - Investment in Subsidiaries	-	-
INT_ASSETS - Intangible Assets	-	-
NOTES_REC - Notes Receivable	-	-
LT_DEFERRED TAX ASSET - Long Term Deferred Tax Assets	-	-
LT_OTH_REC - Other Receivables and Deposits Long Term	-	-
NET_ROU - Net ROU Asset	-	-
LT_ASSETS - Non-Current Assets	-	-
INV_NET - Inventory, Net (Note A)	308,676	-
TRD_BILLS_REC2 - Trade & Bills Receivables - NET	1,166,249	-
DER_FIN_ASSET - Derivative Financial Asset	-	-
1002201156 - Concentration Clearing Manual Postings	-	-
CASH - Cash & Equivalants	-	-
OTH_REC_PPD - Other Receivable, PPD, & Deposit	-	-
INTRA_REC_GBGUSA - Intracompany Recon USA	209,213	(530,520)
RELATED_REC - Related Party Receivables (Non-Trade)	(10,095)	-
ST_DEFERRED TAX ASSET - Short Term Deferred Tax Assets	-	-
CUR_ASSETS - Current Assets	1,674,043	(530,520)
TRD_BILLS_PAY - Trade & Bills Payable	255,703	-
2003005010 - A/P Due to Millwork PTE LTD	6,858,941	-
2003005032 - Rebate - VVD MW PTE	13,272	-
ACCR_CHG_SUNDRY_PAY - Accrued Charges & Sundry Payables	4,573,886	-
BANK_OD_TOT - Bank Overdraft Total	-	-
ST_LEASE LIABILITY - ST Lease Liability	-	-
CUR_LIAB2 - Current Liabilities	11,701,802	-
Net Current Assets less Current Liabilities	(10,027,758)	(530,520)
NET_CUR_ASSETS_LESS_LIAB - Net Current Assets/(Liabilities)	(10,027,758)	(530,520)
3924004045 - Capital Injection	-	-
SH_CAP - Share Capital	2,138,918	11,228,783
3954101002 - Profit/Loss Current Year	-	-
3954999999 - Retained Earnings - Current Year	-	-
NI_YTD - Net Income for Retained Earnings Calculation	(24,944)	341,783
RETEARN_CY_Input - Retained Earnings - Current Year_Input	-	-
RETEARN_PY_Input - Retained Earnings - Prior Year_Input	-	-
RETEARN_PY - Retained Earnings - Prior Year	(12,141,732)	(12,101,087)
RETEARN - Retained Earnings	(12,166,676)	(11,759,304)
LT_LEASE LIABILITY - LT Lease Liability	-	-
NONCUR_LIAB - Non-Current Liabilities	-	-
BAL_SHEET - Balance Sheet	0	(0)

Note A - Inventory is the only asset/liability that is not an excluded asset/liability

Schedule 3.16
Related Party Transactions

An affiliate of Seller, CAA-GBG LLP, provides brand management services to the Company, the terms of which are set forth in Section 4.1 of the Company Operating Agreement.

Schedule 6.1
Conduct of Business of the Company

None.